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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): June 25, 2015

LEE ENTERPRISES, INCORPORATED

(Exact name of Registrant as specified in its charter)

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

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 June 25, 2015 (the “Pulitzer Debt Satisfaction Date”), Lee Enterprises, Incorporated (the “Company”) repaid the remaining balance of the 9% Senior Notes (the “New Pulitzer Notes”) under a Note Agreement dated as of May 1, 2013 (the “Pulitzer Note Agreement”) between BH Finance LLC, a subsidiary of Berkshire Hathaway Inc., and the Company’s subsidiaries, St. Louis Post-Dispatch LLC (“PD LLC”) and Pulitzer Inc. (“Pulitzer”). The New Pulitzer Notes were due to be repaid April 3, 2017 and had a balance of \$9 million on March 29, 2015, the end of the last fiscal quarter. The balance was paid by the Company using cash on hand.

As was previously agreed, on the Pulitzer Debt Satisfaction Date the Company’s wholly-owned subsidiary, Pulitzer, and its subsidiaries (collectively, the “Pulitzer Subsidiaries”) entered into a (i) Joinder Agreement in favor of U.S. Bank National Association, as Trustee, and Deutsche Bank Trust Company Americas, as collateral agent (the “Notes Joinder Agreement”); and (ii) Joinder Agreement in favor of JPMorgan Chase Bank, N.A., as collateral agent for the benefit of the Secured Creditors referred to in that the First Lien Guarantee and Collateral Agreement dated as of March 31, 2014 (the “1st Lien Credit Facility Joinder Agreement”).

After giving effect to the Pulitzer Debt Satisfaction Date, certain modifications to the Company’s long-term financing and related guarantee, collateral and security agreements are as follows:

1. \$400 million Senior Secured Notes. On March 31, 2014, the Company sold \$400 million aggregate principal amount of its 9.5% Senior Secured Notes due 2022 (the “Notes”) to J.P. Morgan Securities LLC and Deutsche Bank Securities Inc., pursuant to an Indenture dated as of March 31, 2014 (the “Indenture”) among the Company, certain subsidiaries party thereto from time to time (the “Subsidiary Guarantors”), U.S. Bank National Association, as Trustee, and Deutsche Bank Trust Company Americas, as Collateral Agent.

The Pulitzer Debt Satisfaction Date has triggered the following changes with respect to the Notes:

- The Notes are also guaranteed in accordance with the Notes Joinder Agreement, on a second-priority basis, by Pulitzer and each Pulitzer Subsidiary that guarantees the indebtedness under the 2nd Lien Term Loan (as defined below) or other borrowings incurred by the Company or any subsidiary guarantor.
- Certain Pulitzer Subsidiaries granted second priority deeds of trust for the benefit of the holders of the Notes, subject to all relevant terms and conditions of the applicable intercreditor agreements (referred to below), covering the Pulitzer Subsidiaries’ material real estate and improvements.
- The Notes and the subsidiary guarantees are also secured, subject to permitted liens, by a lien on certain of the property and assets of Pulitzer and the Pulitzer Subsidiaries (collectively, the “Pulitzer Collateral”) owned by each of the Pulitzer Subsidiaries that are subsidiary guarantors on a second-priority basis, equally and ratably with all of the Company’s and the subsidiary guarantors’ existing and future obligations under the 1st Lien Credit Facility and certain other indebtedness for borrowed money incurred by the Company or any subsidiary guarantor, pursuant to a Security Agreement dated as of March 31, 2014 among the Company and the subsidiary guarantors (collectively, the “Notes Assignors”) and Deutsche Bank Trust Company Americas.

1. \$250 million First Lien Term Loan. On March 31, 2014, the Company entered into a \$250 million first lien term loan and \$40 million revolving facility under a First Lien Credit Agreement dated as of March 31, 2014 (the “1st Lien Credit Facility”) among the Company, the lenders party thereto from time to time (the “1st Lien Lenders”), JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, and JPMorgan Securities LLC and Deutsche Bank Securities Inc., as Joint Lead Arrangers and as Joint Bookrunners.

The Pulitzer Debt Satisfaction Date has triggered the following changes with respect to the 1st Lien Credit Facility:

- Pulitzer and the Pulitzer Subsidiaries became a party to the First Lien Guarantee and Collateral Agreement as a Guarantor and Assignor, in accordance with the 1st Lien Credit Facility Joinder Agreement.
- The Subsidiary Guarantors (together with the Company, the “1st Lien Assignors”) pledged assets also include the assets of Pulitzer and the Pulitzer Subsidiaries.
- Certain Pulitzer Subsidiaries also granted second lien deeds of trust for the benefit of the 1st Lien Lenders, subject to all relevant terms and conditions of the applicable intercreditor agreements (referred to below), covering the Pulitzer Subsidiaries’ material real estate and improvements.
- Pulitzer and the Pulitzer Subsidiaries also pledged all of their interests in all of the capital stock of and other equity interests owned by the 1st Lien Assignors to the 1st Lien Collateral Agent.

2. \$150 million Second Lien Term Loan. On March 31, 2014, the Company entered into a \$150 million second lien term loan under a Second Lien Loan Agreement dated as of March 31, 2014 (the “2nd Lien Term Loan”) among the Company, the lenders party thereto from time to time (the “2nd Lien Lenders”), Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, and JPMorgan Securities LLC and Deutsche Bank Securities Inc., as Joint Lead Arrangers and as Joint Bookrunners.

The Pulitzer Debt Satisfaction Date has triggered the following changes with respect to the 2nd Lien Term Loan:

- Assets of Pulitzer and the Pulitzer Subsidiaries, excluding assets of or assets used in the operations or business of, TNI Partners (“TNI”), also are subject to (i) a first priority security interest in favor of the 2nd Lien Lenders; and (ii) a second priority security interest in favor of the secured parties under the 1st Lien Credit Facility, as applicable. Star Publishing Company (“Star Publishing”) is a subsidiary of Pulitzer and an indirect subsidiary of the Company and owns a 50% interest in TNI in Tucson, Arizona.

Also in connection with the Pulitzer Debt Satisfaction Date, the rights of the Notes Assignors and the 1st Lien Assignors with respect to the Pulitzer Collateral are subject to:

- a Pulitzer Pari Passu Intercreditor Agreement dated as of June 25, 2015 (the “Pulitzer Pari Passu Intercreditor Agreement”) among the Company, the other Grantors party thereto, JPMorgan Chase Bank, N.A., U.S. Bank National Association and Deutsche Bank Trust Company Americas; and
- a Pulitzer Junior Intercreditor Agreement dated as of June 25, 2015 (the “Pulitzer Junior Intercreditor Agreement”) among the Company, the other Grantors party hereto, JPMorgan Chase Bank, N.A., U.S. Bank National Association, Deutsche Bank Trust Company Americas and Wilmington Trust, National Association.

Item 1.02. Termination of a Material Definitive Agreement.

The information disclosed in Item 1.01 with respect to the New Pulitzer Notes is incorporated by reference into this Item 1.02.

For a summary of the material terms of the New Pulitzer Notes, Pulitzer Note Agreement, Senior Secured Notes, Indenture, 1st Lien Credit Facility and 2nd Lien Term Loan, see the Company’s Quarterly Report on Form 10-Q for the fiscal quarter ended March 28, 2015, which description is incorporated herein by reference.

Item 8.01. Other Events.

On June 25, 2015, the Company issued a news release announcing its repayment in full of the New Pulitzer Notes. A copy of the news release is attached hereto as **Exhibit 99.1** and incorporated herein by reference.

The foregoing summary descriptions of the Notes Joinder Agreement, 1st Lien Credit Facility Joinder Agreement, Pulitzer Pari Passu Intercreditor Agreement and Pulitzer Junior Intercreditor Agreement do not purport to be complete and are qualified in their entirety by reference to the Notes Joinder Agreement, 1st Lien Credit Facility Joinder Agreement, Pulitzer Pari Passu Intercreditor Agreement and Pulitzer Junior Intercreditor Agreement, which are filed as **Exhibits 10.1, 10.2, 10.3 and 10.4**, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 Joinder Agreement dated as of June 25, 2015, made by each Subsidiary Guarantor a party thereto in favor of U.S. Bank National Association, as Trustee and Deutsche Bank Trust Company Americas, as collateral agent
- 10.2 Joinder Agreement dated as of June 25, 2015, made by each Subsidiary Guarantor a party thereto in favor of JPMorgan Chase Bank, N.A., as collateral agent for the benefit of the Secured Creditors referred to in the First Lien Guarantee and Collateral Agreement dated as of March 31, 2014 referred to therein

10.3 Pulitzer Pari Passu Intercreditor Agreement dated as of June 25, 2015 among the Company, the other Grantors party thereto, JPMorgan Chase Bank, N.A., U.S. Bank National Association and Deutsche Bank Trust Company Americas

10.4 Pulitzer Junior Intercreditor Agreement dated as of June 25, 2015 among the Company, the other Grantors party hereto, JPMorgan Chase Bank, N.A., U.S. Bank National Association, Deutsche Bank Trust Company Americas and Wilmington Trust, National Association

99.1 News Release of Lee Enterprises, Incorporated dated June 25, 2015

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: July 1, 2015

By: /s/Ronald A. Mayo
Ronald A. Mayo
Vice President, Chief Financial
Officer,
and Treasurer

THIS JOINDER AGREEMENT, dated as of the 25th day of June, 2015, made by each undersigned Subsidiary (each an “Additional Assignor”, and together the “Additional Assignors”) in favor of U.S. Bank National Association, as Trustee (in such capacity, the “Notes Trustee”) and Deutsche Bank Trust Company Americas, as collateral agent (in such capacity the “Collateral Agent”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, Lee Enterprises, Incorporated (the “Issuer”) entered into an Indenture, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, the Notes Trustee, and the Collateral Agent, providing for the issuance by the Issuer of certain notes, as contemplated therein (the Holders of the Notes (including the beneficial holders thereof) and the Collateral Agent are herein called the “Secured Creditors”);

WHEREAS, in connection with the Indenture, the Issuer and certain of its Subsidiaries have entered into a Security Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent for the ratable benefit of the Secured Creditors;

WHEREAS, pursuant to the Indenture, upon the occurrence of the Pulitzer Debt Satisfaction Date, each Additional Assignor is required to become a party to the Security Agreement and a Subsidiary Guarantor under the Indenture; and

WHEREAS, on the date hereof substantially contemporaneously with the execution hereof, the Pulitzer Debt Satisfaction Date shall have occurred and each Additional Assignor has agreed to execute and deliver this Joinder Agreement in order to become an Additional Assignor under the Security Agreement and a Subsidiary Guarantor under the Indenture;

NOW, THEREFORE, IT IS AGREED:

1. Indenture. By executing and delivering this Joinder Agreement, each Additional Assignor, as provided in Section 3.10(a) of the Indenture, hereby becomes a party to the Indenture as a Subsidiary Guarantor thereunder with the same force and effect as if originally named therein as an Subsidiary Guarantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor thereunder. Each Additional Assignor hereby represents and warrants that each of the representations and warranties contained in the Indenture is true and correct on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date

2. Security Agreement. By executing and delivering this Joinder Agreement, each Additional Assignor, as provided in Section 3.10(b) of the Indenture and Section 11.12 of the Security Agreement, hereby becomes a party to the Security Agreement as an Assignor thereunder with the same force and effect as if originally named therein as an Assignor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of an Assignor thereunder. The information set forth in the Annexes hereto is hereby added to the information set forth in the Annexes to the Security Agreement. Each Additional Assignor hereby represents and warrants that each of the representations and warranties contained in the Security Agreement is true and correct on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date.

3. Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank – Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

PULITZER INC., as an Assignor and Subsidiary Guarantor

By: /s/ C. D. Waterman III
Name: C. D. Waterman III
Title: Secretary

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,
each as an Assignor and Subsidiary Guarantor

By: /s/ C. D. Waterman III
Name: C. D. Waterman III
Title: Secretary

FAIRGROVE LLC, as an Assignor and Subsidiary Guarantor

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

[Signature Page to Joinder Agreement (Indenture & Security Agreement)]

AMPLIFIED DIGITAL, LLC
ST. LOUIS POST-DISPATCH LLC
STL DISTRIBUTION SERVICES LLC
SUBURBAN JOURNALS OF GREATER ST. LOUIS LLC
PULITZER NETWORK SYSTEMS LLC,
each as an Assignor and Subsidiary Guarantor

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

[Signature Page to Joinder Agreement (Indenture & Security Agreement)]

SCHEDULE OF CHIEF EXECUTIVE OFFICES

See attached.

<u>Name of Assignor</u>	<u>Address(es) of Chief Executive Office</u>
Pulitzer Inc.	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Technologies, Inc.	900 N. Tucker Blvd. St. Louis, MO 63101-1099
St. Louis Post-Dispatch LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Fairgrove LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
STL Distribution Services LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Suburban Journals of Greater St. Louis LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Network Systems LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Newspapers, Inc.	404 W. 3700 N. Provo, UT 84604
Flagstaff Publishing Co.	1751 South Thompson Street Flagstaff, AZ 86001
Hanford Sentinel, Inc.	300 E. 6th St. Hanford, CA 93232
Amplified Digital LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Napa Valley Publishing Co.	1615 2nd Street Napa, CA 94559
Pantagraph Publishing Co.	301 W. Washington St. Bloomington, IL 61702

Pulitzer Missouri Newspapers, Inc.

900 N. Tucker Blvd.
St. Louis, MO 63101-1099

Santa Maria Times, Inc.

3200 Skyway Dr.
Santa Maria, CA 93455

Southwestern Oregon Publishing Co.

350 Commercial Ave.
Coos Bay, OR 97420

Ynez Corporation

115 North H Street.
Lompoc, CA 93438

Star Publishing Company

201 N. Harrison St. Ste. 600
Davenport, IA 52801

[Reserved]

SCHEDULE OF LEGAL NAMES, TYPE OF ORGANIZATION (AND WHETHER A REGISTERED ORGANIZATION AND/OR A TRANSMITTING UTILITY), JURISDICTION OF ORGANIZATION, LOCATION, ORGANIZATIONAL IDENTIFICATION NUMBERS AND FEDERAL EMPLOYER IDENTIFICATION NUMBERS

See attached.

Exact Legal Name of Each Assignor	Type of Organization (or, if the Assignor is an Individual, so indicate)	Registered Organization (Yes/No)	Jurisdiction of Organization	Assignor's Location (for purposes of NY UCC § 9-307)	Assignor's Organization Identification Number (or, if it has none, so indicate)	Assignor's Federal Employer Identification Number (or, if it has none, so indicate)	Transmitting Utility? (Yes/No)
Pulitzer Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	2900072	43-1819711	No
Amplified Digital LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	5301440	46-2245913	No
Pulitzer Technologies, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3219438	43-1108892	No
St. Louis Post-Dispatch LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3211374	43-1885357	No
Fairgrove LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3324157	n/a	No
STL Distribution Services LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3371779	43-1920922	No
Suburban Journals of Greater St. Louis LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3245491	43-1896217	No
Pulitzer Network Systems LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3149424	43-1885359	No
Pulitzer Newspapers, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	0317323	91-0401560	No

Flagstaff Publishing Co.	Corporation	Yes	Washington	1751 South Thompson Street, Flagstaff, AZ 86001	601114945	86-0134796	No
Hanford Sentinel, Inc.	Corporation	Yes	Washington	300 E. 6th St., Hanford, CA 93232	601117400	94-1410775	No
Napa Valley Publishing Co.	Corporation	Yes	Washington	1615 2nd Street, Napa, CA 94559	601114867	94-1427802	No
Pantagraph Publishing Co.	Corporation	Yes	Delaware	301 W. Washington St., Bloomington, IL 61702	2062509	36-3367058	No
Pulitzer Missouri Newspapers, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	2618272	61-1301960	No
Santa Maria Times, Inc.	Corporation	Yes	Nevada	3200 Skyway Dr., Santa Maria, CA 93455	C2869-1973	91-0903801	No
Southwestern Oregon Publishing Co.	Corporation	Yes	Oregon	350 Commercial Ave., Coos Bay, OR 97420	101998-18	91-0900741	No
Ynez Corporation	Corporation	Yes	California	115 North H Street. Lompoc, CA 93438	C0710848	95-2875443	No
Star Publishing Company	Corporation	Yes	Arizona	4850 S. Park Ave., Tucson, AZ 85714	0066033-8	86-0200690	No

[Reserved]

DESCRIPTION OF CERTAIN SIGNIFICANT TRANSACTIONS OCCURRING WITHIN ONE YEAR
PRIOR TO THE DATE OF THE GUARANTEE AND COLLATERAL AGREEMENT

<u>Name of Assignor</u>	<u>Description of any Transactions as required by Section 3.8 of the Guarantee and Collateral Agreement</u>
Pulitzer Inc.	N/A
Amplified Digital LLC	N/A
Pulitzer Technologies, Inc.	N/A
St. Louis Post-Dispatch LLC	N/A
Fairgrove LLC	N/A
STL Distribution Services LLC	N/A
Suburban Journals of Greater St. Louis LLC	N/A
Pulitzer Network Systems LLC	N/A
Pulitzer Newspapers, Inc.	N/A
Flagstaff Publishing Co.	N/A
Hanford Sentinel, Inc.	N/A
Napa Valley Publishing Co.	N/A
Pantagraph Publishing Co.	N/A
Pulitzer Missouri Newspapers, Inc.	N/A
Santa Maria Times, Inc.	N/A
Southwestern Oregon Publishing Co.	N/A
Ynez Corporation	N/A
Star Publishing Company	N/A

SCHEDULE OF DEPOSIT ACCOUNTS

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
Pulitzer Inc.	Pulitzer Inc.	1539 1037 9749	US Bank 201 W. 2 nd Street Davenport, IA 52801	New York	
Pulitzer Inc.	Pulitzer Sweep	253800001252	US Bank 201 W. 2 nd Street Davenport, IA 52801	New York	
Flagstaff Publishing Co.	Arizona Daily Sun Flagstaff	8010486010	Alliance Bank of Arizona 214 East Birch Flagstaff, AZ 86001 Attn: Steve Keith	New York	
Flagstaff Publishing Co.	Arizona Daily Sun	153910045522	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	
Pulitzer Missouri Newspapers, Inc.	Daily Journal - Park Hills	153910045563	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	
Pantagraph Publishing Co.	The Pantagraph	153910379806	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	
Pulitzer Missouri Newspapers, Inc.	Daily Journal - Park Hills	153910045688	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	

SUPPLEMENT TO ANNEX F

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
Pulitzer Missouri Newspapers, Inc.	Daily Journal - Park Hills	153910249744	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Pantagraph Publishing Co.	Pantagraph Publishing Co.	153910255444	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Hanford Sentinel, Inc.	Hanford	4470332897	Union Bank 225 W. 7th St. Hanford, CA 93230 559-582-1086 Attn: Lorena Gonzalez lorena.gonzalez@unionbank.com	New York	**
STL Distribution Services LLC	STL Distribution Services LLC	153910045548	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Hanford Sentinel, Inc.	The Sentinel -Hanford	153910045589	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	The Daily Herald - Provo	153910045597	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Santa Maria Times, Inc.	Santa Maria Times	153910045621	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**

Name of Assignor	Description of Deposit Account	Account Number	Name of Bank, Address and Contact Information	Jurisdiction of Bank (determined in accordance with UCC § 9-304)	Excluded Accounts marked with **
Southwestern Oregon Publishing Co.	The World #2312 - Coos Bay	153910045639	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Napa Valley Publishing Co.	Napa Valley Publishing	153910045647	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald PBS	153910045696	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald Classified	153910045704	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald Circ	153910045712	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch	153910045746	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Southwestern Oregon Publishing Co.	The World	153910249728	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**

SUPPLEMENT TO ANNEX F

Name of Assignor	Description of Deposit Account	Account Number	Name of Bank, Address and Contact Information	Jurisdiction of Bank (determined in accordance with UCC § 9-304)	Excluded Accounts marked with **
St. Louis Post-Dispatch LLC	St Louis Post Dispatch Marketing	153910379673	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch PD Online	153910379681	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Flagstaff Publishing Co.	Arizona Daily Sun	153910379699	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Hanford Sentinel, Inc.	The Sentinel - Hanford	153910379756	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch	15391037 9723	US Bank Interstate 201 W. 2 nd Street Davenport, IA 52801	New York	**
Pulitzer Inc.	Pulitzer Circulation	153910379780	US Bank 201 W. 2 nd Street Davenport, IA 52801	New York	**
Pulitzer Inc.	Pulitzer Inc.	182380187852	US Bank 201 W. 2 nd Street Davenport, IA 52801	New York	**

DESCRIPTION OF COMMERCIAL TORT CLAIMS

NONE OVER \$100,000

SCHEDULE OF MARKS AND APPLICATIONS; INTERNET DOMAIN NAME REGISTRATIONS;
MASTHEADS; MOBILE/TABLE APPLICATIONS; TRADE NAMES; AND SOFTWARE

1. Marks and Applications:

a. Pulitzer Federal Marks (registered with the USPTO)

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Registration No.</u>
Pulitzer Inc.	100 Neediest Cases	5/24/1983	1239334
	Everyday	10/30/2001	2501621
	Feast	10/16/2007	3314639
	Feast	4/3/2012	4122623
	Feast Magazine	4/26/2011	3952650
	Get Out	5/28/1996	1976900
	St. Louis Post-Dispatch	9/17/1991	1657386
	Feast TV	5/19/2015	4738392
Pulitzer Newspapers, Inc.	American Canyon Eagle	7/18/2006	3118141
	Arizona Daily Sun	12/10/2002	2659561
	Flagstaff Live!	10/22/2002	2639764
	Inside Napa Valley	10/22/2002	2639765
	Selma Enterprise	2/4/2003	2683717
	The Kingsburg Recorder	10/22/2002	2639773
	The Napa Valley Register	2/4/2003	2683714
	The Pantagraph	11/25/2003	2786223
St. Louis Post-Dispatch LLC	STL Today	4/15/2003	2706149

c. Pulitzer State Marks

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Filing/Issued Date</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Flagstaff Publishing Co.	Best of Flagstaff	9/21/1995	Arizona	36272
	99 Things To Do In Northern Arizona	2/26/1999	Arizona	42283
Pantagraph Publishing Co.	Pantagraph	12/27/2006	Illinois	096948

2. Internet Domain Name Registrations:

Assignors 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 Annex H.

Assignors may own immaterial domain names that are not used and thus not included in this Annex. Assignors may also have included immaterial domain names in this Annex that are not in use. Domain names are set forth in this Annex under the subsidiaries who are their beneficial owners; however, such domain names may be formally registered to parties including: Lee Publications, Inc., Lee Procurement Solutions Co., Lee Enterprises, Lee Enterprises, Incorporated, INN Partners L.C., or Lee Consolidated Holdings Co.

a. Pulitzer Domain Names

<u>DOMAIN NAME</u>	<u>BENEFICIAL OWNER</u>
amp-li-fid-digital.com	Amplified Digital
amp-li-fid-digital.net	Amplified Digital
amp-li-fiddigital.com	Amplified Digital
amp-li-fiddigital.net	Amplified Digital
ampdigitalstl.com	Amplified Digital
ampdigitalstl.net	Amplified Digital
amplifiddigital.com	Amplified Digital
amplifiddigital.net	Amplified Digital
amplifiddigitalstl.net	Amplified Digital
amplifiedautos.com	Amplified Digital
amplifieddigitalagency.com	Amplified Digital
amplifieddigitalstl.net	Amplified Digital
digitalmarketingsolutionsgroup.com	Amplified Digital
dmsgroup.com	Amplified Digital
dmsgroupstl.com	Amplified Digital
dmsgroupstl.info	Amplified Digital
dmsgroupstl.net	Amplified Digital
trackmycall.com	Amplified Digital
trackmycall.net	Amplified Digital
theadobepress.com	Adobe Press
arizonadailysun.com	Arizona Daily Sun
arizonadailysun.net	Arizona Daily Sun
azdailysun.com	Arizona Daily Sun
azdailysun.net	Arizona Daily Sun
azdailysun.xxx	Arizona Daily Sun
azdailysun-inserts.com	Arizona Daily Sun
directimpress.com	Arizona Daily Sun

directmailarizona.com	Arizona Daily Sun
directmailflagstaff.com	Arizona Daily Sun
directreps.com	Arizona Daily Sun
emediatools.com	Arizona Daily Sun
flaglive.com	Arizona Daily Sun
flagstaffautofinder.com	Arizona Daily Sun
flagstaffhomefinder.com	Arizona Daily Sun
flagstafflive.com	Arizona Daily Sun
flagstafflives.com	Arizona Daily Sun
flagstaffsnowday.com	Arizona Daily Sun
flagstaffwinterfest.com	Arizona Daily Sun
gcscout.com	Arizona Daily Sun
grandcanyonscout.com	Arizona Daily Sun
m.azdailysun.com	Arizona Daily Sun
mailstakes.com	Arizona Daily Sun
mailstakes.net	Arizona Daily Sun
mountainlivingmagazine.com	Arizona Daily Sun
namlm.com	Arizona Daily Sun
sellitaz.com	Arizona Daily Sun
sellitflag.com	Arizona Daily Sun
sellitflagstaff.com	Arizona Daily Sun
thursdaysonthesquare.com	Arizona Daily Sun
yourgrandcanyonguide.com	Arizona Daily Sun
dailysundigitalsolutions.com	Arizona Daily Sun
dailysunmediasolutions.com	Arizona Daily Sun
finditflagstaff.com	Arizona Daily Sun
bandonwesternworld.com	Bandon Western World
westernworldnewspaper.com	Bandon Western World
farmercityjournal.com	Bloomington Pantagraph
gibsoncitycourier.com	Bloomington Pantagraph
leroyjournal.com	Bloomington Pantagraph
m.pantagraph.com	Bloomington Pantagraph
mypantagraph.com	Bloomington Pantagraph
pantagraph.com	Bloomington Pantagraph
pantagraph.xxx	Bloomington Pantagraph
pantagraphautos.com	Bloomington Pantagraph
pantagraphclassifieds.com	Bloomington Pantagraph
pantagraphhomemarket.com	Bloomington Pantagraph
woodcojo.com	Bloomington Pantagraph
woodfordcountyjournal.com	Bloomington Pantagraph
b2b309.biz	Bloomington Pantagraph

bloomington.wheelsforyou.com	Bloomington Pantagraph
business309	Bloomington Pantagraph
cgi.pantagraph.com	Bloomington Pantagraph
circulars.pantagraph.com	Bloomington Pantagraph
edition.pantagraph.com	Bloomington Pantagraph
homes.pantagraph.com	Bloomington Pantagraph
illpolitics.com	Bloomington Pantagraph
jobs.pantagraph.com	Bloomington Pantagraph
live617.com	Bloomington Pantagraph
local.pantagrah.com	Bloomington Pantagraph
mobile.pantagraph.com	Bloomington Pantagraph
my.pantagraph.com	Bloomington Pantagraph
pa-ee.pantagraph.com	Bloomington Pantagraph
politicsillinois.com	Bloomington Pantagraph
stats.pantagraph.com	Bloomington Pantagraph
tcstyle.com	Bloomington Pantagraph
theuguide.com	Bloomington Pantagraph
www2.pantagraph.com	Bloomington Pantagraph
dailyjournalmo.com	Daily Journal
dailyjournalonline.com	Daily Journal
dailyjournalonline.xxx	Daily Journal
democratnewsonline.com	Daily Journal
farmingtonpressonline.com	Daily Journal
m.dailyjournalonline.com	Daily Journal
mydjconnection.com	Daily Journal
centralvalleyview.com	Hanford Sentinel
cumberlink.xxx	Hanford Sentinel
hanfordsentinel.com	Hanford Sentinel
hanfordsentinel.xxx	Hanford Sentinel
hanfordvoice.com	Hanford Sentinel
homestricounty.net	Hanford Sentinel
kcvalleyview.com	Hanford Sentinel
kingscountyvoice.com	Hanford Sentinel
lemoorenavynews.com	Hanford Sentinel
lemoorevoice.com	Hanford Sentinel
m.hanfordsentinel.com	Hanford Sentinel
newzcentral.com	Hanford Sentinel
shippsentinel.com	Hanford Sentinel
sentinel.wheelsforyou.com	Hanford Sentinel
kingscountybusinesssentinel.biz	Kings County Business Sentinel
kingscountybusinesssentinel.com	Kings County Business Sentinel

kingscountybusinesssentinel.net	Kings County Business Sentinel
kingsburgrecorder.com	Kingsburg Recorder
laduenews.com	Ladue News
centralcoastwheels.com	Lompoc Record
centralcoastwheelsforyou.com	Lompoc Record
lompocrecord.com	Lompoc Record
lompocrecord.xxx	Lompoc Record
m.lompocrecord.com	Lompoc Record
amcaneagle.com	Napa Valley Register
americancanyoneagle.com	Napa Valley Register
distinctiveproperties.com	Napa Valley Register
enapavalley.com	Napa Valley Register
insidenapavalley.com	Napa Valley Register
m.napavalleyregister.com	Napa Valley Register
napabusinessstimes.com	Napa Valley Register
napanews.com	Napa Valley Register
naparegister.com	Napa Valley Register
napavalleybusinessstimes.com	Napa Valley Register
napavalleyregister.com	Napa Valley Register
napavalleyregister.xxx	Napa Valley Register
napavalleywheels.com	Napa Valley Register
nvbusinessstimes.com	Napa Valley Register
nvregister.com	Napa Valley Register
searchnapa.com	Napa Valley Register
sthelenastar.com	Napa Valley Register
tiempolatino.net	Napa Valley Register
weeklycalistogan.com	Napa Valley Register
adsandbargains.com	Provo Daily Herald
asavvylyfe.com	Provo Daily Herald
beatthezuke.com	Provo Daily Herald
cougarblue.com	Provo Daily Herald
daily-herald.com	Provo Daily Herald
dealsgonemobile.com	Provo Daily Herald
harktheherald.com	Provo Daily Herald
heraldextra.com	Provo Daily Herald
heraldextra.com	Provo Daily Herald
heraldextra.xxx	Provo Daily Herald
m.savvyshopperdeals.com	Provo Daily Herald
myheraldextra.com	Provo Daily Herald
myutah.info	Provo Daily Herald
preprallyutah.com	Provo Daily Herald

provodailyherald.com	Provo Daily Herald
savvyshopperdeals.com	Provo Daily Herald
utahadventurer.com	Provo Daily Herald
utahmomclick.com	Provo Daily Herald
uvbid.com	Provo Daily Herald
uvhomechoice.com	Provo Daily Herald
wearesanpete.com	Provo Daily Herald
heraldextra.net	Provo Daily Herald
paysonldstemple.com	Provo Daily Herald
provocitycenter temple.com	Provo Daily Herald
provocitycenter temple.org	Provo Daily Herald
provodh.com	Provo Daily Herald
utahbestbridal.com	Provo Daily Herald
utahadventure.com	Provo Daily Herald
Pulitzer.net	Pulitzer, Inc.
bridescentralcoast.com	Santa Maria Times
centralcoastsavvyshopper.com	Santa Maria Times
fromthevine.info	Santa Maria Times
fromthevine.net	Santa Maria Times
insidesmvalley.com	Santa Maria Times
m.santamariatimes.com	Santa Maria Times
periodicoeltiempo.com	Santa Maria Times
santamariatimes.com	Santa Maria Times
santamariatimes.xxx	Santa Maria Times
spacecountrytimes.com	Santa Maria Times
thetimespressrecorder.com	Santa Maria Times
welcomecentralcoast.com	Santa Maria Times
m.syvnews.com	Santa Ynez Valley News
syvnews.com	Santa Ynez Valley News
selmaenterprise.com	Selma Enterprise
4posttraffic.com	St. Louis Post-Dispatch
900walnut.net	St. Louis Post-Dispatch
amplifiddigitalstl.com	St. Louis Post-Dispatch
amplifieddigitalstl.com	St. Louis Post-Dispatch
applypd.com	St. Louis Post-Dispatch
feastmag.org	St. Louis Post-Dispatch
feast-magazine.com	St. Louis Post-Dispatch
feast-magazine.net	St. Louis Post-Dispatch
feast-magazine.org	St. Louis Post-Dispatch
feaststl.com	St. Louis Post-Dispatch
feaststl.net	St. Louis Post-Dispatch

feaststl.org	St. Louis Post-Dispatch
feastil.com	St. Louis Post-Dispatch
feastkc.com	St. Louis Post-Dispatch
feastmag.net	St. Louis Post-Dispatch
feastmagazine.com	St. Louis Post-Dispatch
feastmidwest.com	St. Louis Post-Dispatch
feastmo.com	St. Louis Post-Dispatch
localvaluesdirect.com	St. Louis Post-Dispatch
m.feaststl.com	St. Louis Post-Dispatch
m.stltoday.com	St. Louis Post-Dispatch
mohealthreport.com	St. Louis Post-Dispatch
myp-d.com	St. Louis Post-Dispatch
mypostdispatch.com	St. Louis Post-Dispatch
mypost-dispatch.com	St. Louis Post-Dispatch
mystltoday.com	St. Louis Post-Dispatch
nowhiringstl.com	St. Louis Post-Dispatch
on-timetraffic.com	St. Louis Post-Dispatch
p4to.com	St. Louis Post-Dispatch
pdmarketmax.com	St. Louis Post-Dispatch
pdonline.com	St. Louis Post-Dispatch
politicalfix.com	St. Louis Post-Dispatch
post4trafficonline.com	St. Louis Post-Dispatch
postand4traffic.com	St. Louis Post-Dispatch
postdispat.ch	St. Louis Post-Dispatch
postdispatch.com	St. Louis Post-Dispatch
post-dispatch.com	St. Louis Post-Dispatch
post-dispatch.info	St. Louis Post-Dispatch
post-dispatchrewards.com	St. Louis Post-Dispatch
post-dispatchstore.com	St. Louis Post-Dispatch
postfortrafficonline.com	St. Louis Post-Dispatch
postfortrafficon-line.com	St. Louis Post-Dispatch
postfourtrafficonline.com	St. Louis Post-Dispatch
postfourtrafficon-line.com	St. Louis Post-Dispatch
prepsportsshow.com	St. Louis Post-Dispatch
ridesthemagazine.com	St. Louis Post-Dispatch
saintlouisdirect.com	St. Louis Post-Dispatch
saintlouistoday.com	St. Louis Post-Dispatch
sellitsaintlouis.com	St. Louis Post-Dispatch
stl4traffic.com	St. Louis Post-Dispatch
stlapply.com	St. Louis Post-Dispatch
stlatwork.biz	St. Louis Post-Dispatch

stlatwork.com	St. Louis Post-Dispatch
stlcaring.com	St. Louis Post-Dispatch
stlezads.com	St. Louis Post-Dispatch
stlezads.net	St. Louis Post-Dispatch
stlfeast.com	St. Louis Post-Dispatch
stlfeast.net	St. Louis Post-Dispatch
stlfeast.org	St. Louis Post-Dispatch
stlfeasts.com	St. Louis Post-Dispatch
stl-feasts.com	St. Louis Post-Dispatch
stlfeasts.net	St. Louis Post-Dispatch
stl-feasts.net	St. Louis Post-Dispatch
stlfeasts.org	St. Louis Post-Dispatch
stl-feasts.org	St. Louis Post-Dispatch
stlhealthandfitness.com	St. Louis Post-Dispatch
stl-iparty.com	St. Louis Post-Dispatch
stlmamarama.com	St. Louis Post-Dispatch
stlmarketplace.com	St. Louis Post-Dispatch
stlmomsanddads.com	St. Louis Post-Dispatch
stlouisatwork.biz	St. Louis Post-Dispatch
stlouisatwork.com	St. Louis Post-Dispatch
stlouisfeast.com	St. Louis Post-Dispatch
stlouisfeast.net	St. Louis Post-Dispatch
stlouisfeast.org	St. Louis Post-Dispatch
stlouisfeasts.com	St. Louis Post-Dispatch
stlouis-feasts.com	St. Louis Post-Dispatch
stlouisfeasts.net	St. Louis Post-Dispatch
stlouis-feasts.net	St. Louis Post-Dispatch
stlouisfeasts.org	St. Louis Post-Dispatch
stlouis-feasts.org	St. Louis Post-Dispatch
stlouisnews.com	St. Louis Post-Dispatch
stlouisnewspaper.com	St. Louis Post-Dispatch
stlouispost.com	St. Louis Post-Dispatch
stltoday.biz	St. Louis Post-Dispatch
stltoday.com	St. Louis Post-Dispatch
stltoday.net	St. Louis Post-Dispatch
stltoday.org	St. Louis Post-Dispatch
stltodaysucks.com	St. Louis Post-Dispatch
stltodaysucks.net	St. Louis Post-Dispatch
stltodaysucks.org	St. Louis Post-Dispatch
stltonight.com	St. Louis Post-Dispatch
thefeastin.com	St. Louis Post-Dispatch

thefeastin.net	St. Louis Post-Dispatch
thefeastin.org	St. Louis Post-Dispatch
thefeastsite.com	St. Louis Post-Dispatch
thefeastsite.net	St. Louis Post-Dispatch
thefeastsite.org	St. Louis Post-Dispatch
theliststl.com	St. Louis Post-Dispatch
thepostdispatchstore.com	St. Louis Post-Dispatch
thepost-dispatchstore.com	St. Louis Post-Dispatch
workingstlouis.com	St. Louis Post-Dispatch
yourjournal.biz	St. Louis Post-Dispatch
yourjournal.info	St. Louis Post-Dispatch
yournexthomestl.com	St. Louis Post-Dispatch
stldistribution.net	STL Distribution Services
stldistributionservices.com	STL Distribution Services
stldist.com	STL Distribution Services
ampforteens.com	Suburban Journals of Greater St. Louis
claytonbusinessjournal.com	Suburban Journals of Greater St. Louis
claytonbusinessnews.com	Suburban Journals of Greater St. Louis
edwardsvillejournal.com	Suburban Journals of Greater St. Louis
ejournals.com	Suburban Journals of Greater St. Louis
granitecitypress-record.com	Suburban Journals of Greater St. Louis
hazelwood-bridgetonjournal.com	Suburban Journals of Greater St. Louis
illinoiswinepress.com	Suburban Journals of Greater St. Louis
iparty-ladue.com	Suburban Journals of Greater St. Louis
iparty-stl.com	Suburban Journals of Greater St. Louis
jeffcountyjournal.com	Suburban Journals of Greater St. Louis
kirkwoodwebsterjournal.com	Suburban Journals of Greater St. Louis
laduenews.com	Suburban Journals of Greater St. Louis
laduenews.info	Suburban Journals of Greater St. Louis
millstadtenterprise.com	Suburban Journals of Greater St. Louis
missouriwinepress.com	Suburban Journals of Greater St. Louis
mysuburbanjournal.com	Suburban Journals of Greater St. Louis
networkstlouis.com	Suburban Journals of Greater St. Louis
newsdemocratejournal.com	Suburban Journals of Greater St. Louis
newsdemocratjournal.com	Suburban Journals of Greater St. Louis
northeastcountyjournal.com	Suburban Journals of Greater St. Louis
northwestcountyjournal.com	Suburban Journals of Greater St. Louis
oakville-mehlvillejournal.com	Suburban Journals of Greater St. Louis
oldnewsboyday.com	Suburban Journals of Greater St. Louis
oldnewsboysday.com	Suburban Journals of Greater St. Louis
oldnewsboysday.org	Suburban Journals of Greater St. Louis

overland-stannjournal.com	Suburban Journals of Greater St. Louis
readjo.com	Suburban Journals of Greater St. Louis
saintlouisbestbridal.com	Suburban Journals of Greater St. Louis
savvyfamily.com	Suburban Journals of Greater St. Louis
southwestcityjournal.com	Suburban Journals of Greater St. Louis
southwestcountyjournal.com	Suburban Journals of Greater St. Louis
statsonline.com	Suburban Journals of Greater St. Louis
stcjourn.com	Suburban Journals of Greater St. Louis
stclairjournal.com	Suburban Journals of Greater St. Louis
stc-news.com	Suburban Journals of Greater St. Louis
stcsuburbanjournal.com	Suburban Journals of Greater St. Louis
stlathlete.biz	Suburban Journals of Greater St. Louis
stlathlete.com	Suburban Journals of Greater St. Louis
stlathlete.mobi	Suburban Journals of Greater St. Louis
stlathlete.net	Suburban Journals of Greater St. Louis
stlathlete.org	Suburban Journals of Greater St. Louis
stlbestbridal.com	Suburban Journals of Greater St. Louis
stlclubbaseball.com	Suburban Journals of Greater St. Louis
stlclubsoccer.com	Suburban Journals of Greater St. Louis
stlclubsoccer.net	Suburban Journals of Greater St. Louis
stlclubsoccer.org	Suburban Journals of Greater St. Louis
stlclubsoftball.com	Suburban Journals of Greater St. Louis
stlclubsports.com	Suburban Journals of Greater St. Louis
stlclubvolleyball.com	Suburban Journals of Greater St. Louis
stlcollegesports.biz	Suburban Journals of Greater St. Louis
stlcollegesports.com	Suburban Journals of Greater St. Louis
stlcollegesports.info	Suburban Journals of Greater St. Louis
stlcollegesports.mobi	Suburban Journals of Greater St. Louis
stlcollegesports.net	Suburban Journals of Greater St. Louis
stlcollegesports.org	Suburban Journals of Greater St. Louis
stlcycsports.com	Suburban Journals of Greater St. Louis
stldriverjobs.com	Suburban Journals of Greater St. Louis
stlfeastmedia.biz	Suburban Journals of Greater St. Louis
stlfeastmedia.com	Suburban Journals of Greater St. Louis
stlfeastmedia.info	Suburban Journals of Greater St. Louis
stlfeastmedia.mobi	Suburban Journals of Greater St. Louis
stlfeastmedia.net	Suburban Journals of Greater St. Louis
stlfeastmedia.org	Suburban Journals of Greater St. Louis
stlhealthcarejobs.com	Suburban Journals of Greater St. Louis
stlhighschoolsports.biz	Suburban Journals of Greater St. Louis
stlhighschoolsports.com	Suburban Journals of Greater St. Louis

stlhighschoolsports.info	Suburban Journals of Greater St. Louis
stlhighschoolsports.mobi	Suburban Journals of Greater St. Louis
stlhighschoolsports.net	Suburban Journals of Greater St. Louis
stlhighschoolsports.org	Suburban Journals of Greater St. Louis
stlhssports.biz	Suburban Journals of Greater St. Louis
stlhssports.com	Suburban Journals of Greater St. Louis
stlhssports.info	Suburban Journals of Greater St. Louis
stlhssports.mobi	Suburban Journals of Greater St. Louis
stlhssports.net	Suburban Journals of Greater St. Louis
stlhssports.org	Suburban Journals of Greater St. Louis
stlmanufacturingjobs.com	Suburban Journals of Greater St. Louis
stlnursingjobs.com	Suburban Journals of Greater St. Louis
stlouisbestbridal.com	Suburban Journals of Greater St. Louis
stlpreps.com	Suburban Journals of Greater St. Louis
stlprosports.biz	Suburban Journals of Greater St. Louis
stlprosports.com	Suburban Journals of Greater St. Louis
stlprosports.info	Suburban Journals of Greater St. Louis
stlprosports.mobi	Suburban Journals of Greater St. Louis
stlprosports.net	Suburban Journals of Greater St. Louis
stlprosports.org	Suburban Journals of Greater St. Louis
stlsalesjobs.com	Suburban Journals of Greater St. Louis
stluxe.com	Suburban Journals of Greater St. Louis
stluxury.com	Suburban Journals of Greater St. Louis
stlvarsity.com	Suburban Journals of Greater St. Louis
stlyouthsports.com	Suburban Journals of Greater St. Louis
stpetersjournal.com	Suburban Journals of Greater St. Louis
subscribesj.com	Suburban Journals of Greater St. Louis
yourjournal.com	Suburban Journals of Greater St. Louis
timespressrecorder.com	Times Press Recorder
theumpquapost.com	Umpqua Post
m.theworldlink.com	World Link
theworldlink.com	World Link
theworldnewspaper.com	World Link
coquillevalleycourant.com	World Link

3. **Mastheads:**

a. Pulitzer Mastheads

Newspaper Name

Masthead

Arizona Daily Sun



Santa Maria Times



The Lompoc Record



The Sentinel



Napa Valley Register



The Pantagraph



Daily Journal



St. Louis Post-Dispatch



The World



The Daily Herald



4. **Mobile/Tablet Applications:**a. Pulitzer Mobile/Tablet Applications

Newspaper	Mobile Application	Platform/Device
Arizona Daily Sun	Arizona Daily Sun	iPhone
Daily Journal	Daily Journal	iPhone
Ladue News	Ladue News	iPad
Santa Maria Times	Central Coast Prep Sports	Android
Santa Maria Times	Central Coast Prep Sports for iPhone	iPhone
Santa Maria Times	Santa Maria Times	Android
Santa Maria Times	Santa Maria Times	iPhone
St. Louis Post-Dispatch	Cardinals Baseball	iPad
St. Louis Post-Dispatch	Rams Football News	iPad
St. Louis Post-Dispatch	St. Louis - stltoday.com	Kindle
The Daily Herald	CougarBlue	Android
The Daily Herald	Daily Herald	Android
The Daily Herald	Daily Herald	iPhone
The Daily Herald	Daily Herald Utah Valley News	iPad
The Daily Herald	Provo – Daily Herald	Kindle
The Daily Herald	UV Sports: Daily Herald	Android
The Lompoc Record	Lompoc Record	Android
The Lompoc Record	Lompoc Record	iPhone
The Napa Valley Register	Napa Valley Register: Local news for Napa, CA	iPhone
The Pantagraph	Bloomington – The Pantagraph	Kindle
The Pantagraph	Pantagraph	Android
The Pantagraph	Pantagraph	iPhone
The Pantagraph	The Pantagraph for iPad	iPad
The Sentinel	The Sentinel: Local news for Hanford, CA	iPhone
The World	The World: Local news for Coos Bay, OR	iPhone

5. Trade Names:

a. Pulitzer Trade Names

Registrant	Jurisdiction	Trade Name	SOS File No.	Expiration		
Flagstaff Publishing Co.	AZ	Arizona Daily Sun	254463	8/30/2016		
		azdailysun.com	571684	4/30/2018		
		SunDial	571686	4/30/2018		
		Midweek by Mail	571687	4/30/2018		
		Northern Arizona's Mountain Living Magazine	571688	4/30/2018		
		Daily Living	571689	4/30/2018		
		Flagstaff Rental Guide	571690	4/30/2018		
		99 Things to do in Northern Arizona	571682	4/30/2018		
		Flagstaff & Scenic Northern Arizona Calendar	571691	4/30/2018		
		Coupons Direct	571692	4/30/2018		
		Hanford Sentinel, Inc.	CA (Kings Co)	The Sentinel	13-157	4/30/2018
				Sentinel Sampler	13-157	4/30/2018
CA (Fresno Co)	The Selma Enterprise		2201310002733	5/8/2018		
		The Kingsburg Recorder	2201310002733	5/8/2018		
		Central Valley Guide North	2201310002733	5/8/2018		
Santa Maria Times, Inc.	CA (Santa Barbara Co)	Lee Central Coast Newspapers	2014-0001487	5/20/2019		
		Santa Maria Times	2013-0001417	4/29/2018		

		Adobe Press	2013-0001417	4/29/2018
		Times Press Recorder	2013-0001417	4/29/2018
		Space Country Times	2013-0001417	4/29/2018
		Santa Ynez Valley News	2013-0001417	4/29/2018
		Santa Ynez Valley Extra	2013-0001417	4/29/2018
		The Lompoc Record	2013-0001417	4/29/2018
		Super Savings	2013-0001417	4/29/2018
Santa Maria Times, Inc.	CA (San Luis Obispo Co)	Adobe Press	2013-0989	4/30/2018
		Times Press Recorder	2013-0989	4/30/2018
Napa Valley Publishing Co.	CA (Napa Co)	American Canyon Eagle	2014-0001217	8/18/2019
		Napa Valley Register	2010-0001420	9/14/2015
		St. Helena Star	2013-0000683	4/30/2018
		The Weekly Calistogan	2013-0000683	4/30/2018
		Inside Napa Valley	2013-0000683	4/30/2018
		Valley Bargain Finder	2013-0000683	4/30/2018
		Distinctive Properties	2013-0000683	4/30/2018

Pantagraph Publishing Co.	IL	The Pantagraph	6085-577-3	1/1/2020
		pantagraph.com	6085-577-3	1/1/2020
		The Gibson City Courier	6085-577-3	1/1/2020
		Woodford Star	6085-577-3	1/1/2020
		Woodford County Journal	6085-577-3	1/1/2020
		Community News	6085-577-3	1/1/2020
		Central Illinois Advertiser	6085-577-3	1/1/2020
Pulitzer Inc.	MO	HomeFinder Magazine	6085-577-3	1/1/2020
		St. Louis Post-Dispatch	X00997458	9/8/2019
Pulitzer Missouri Newspapers, Inc.	MO	Daily Journal	X01310796	4/29/2018
		Daily Journal Advantage	X01310799	4/29/2018
		Daily Journal Weekly Real Estate	X01310800	4/29/2018
		Democrat News	X01310803	4/29/2018
		Farmington Press	X01310806	4/29/2018
		Daily Journal Business Card Directory	X01310810	4/29/2018
		Madison County Info Guide	X01310836	4/29/2018
		Life Planning Guide	X01310838	4/29/2018
		Every Door & More	X01310839	4/29/2018
Suburban Journals of Greater St. Louis LLC	IL	Collinsville Herald	0044531-2	8/1/2015

Suburban Journals of Greater St. Louis LLC	MO	Best Bridal	X01080218	8/23/2015
		Ladue News	X01080165	8/23/2015
		St. Louis Best Bridal	X01080223	8/23/2015
		St. Louis Best Bridal Guide	X00997610	9/8/2019
		St. Louis Best Bridal Magazine	X00997612	9/8/2019
		Suburban Journals	X00997516	9/8/2019
		Suburban Journals of Greater St. Louis	X00997510	9/8/2019
		Granite City Press-Record	X01310847	4/29/2018
		Collinsville Herald	X01310853	4/29/2018
		Feast Magazine	X01310855	4/29/2018
		St. Charles County Journal	X001187797	9/4/2019
Southwestern Oregon Publishing Co.	OR	The World	935157-90	5/3/2017
		Bandon Western World	935155-92	5/3/2017
		The Umpqua Post	935160-95	5/3/2017
Pulitzer Newspapers, Inc.	UT	The Daily Herald	7507658-0151	11/30/2015
		The Pyramid	5530321-0151	12/31/2015
		The Pyramid Shopper	8659478-0151	4/30/2016

6. Software and Licenses:a(i). Pulitzer Inbound Licenses

Name - Versions	Number - Licenses
APT retail advertising and classified advertising system	Unlimited user licenses
Infinium General Ledger, Payables, Payroll and Human Resources module	1 per site
Microsoft Exchange Server CAL	1 per employee
Microsoft Office suite (various versions)	5,000
Microsoft Windows Server	
Microsoft Windows Server CAL	1 per employee
Symantec End Point Protection	1 per employee
SmithTech Snagit	1 license
MS Office 2013 Standard	5 licenses
MS Excel 2013	1 license
CitySpark for Events Portal for STL Today.com	1 license

b(i). Pulitzer Proprietary Software Developed by Townnews

Custom internally written advertising system (Phoenix)

Custom internally written circulation system (Falcon)

SCHEDULE OF PATENTS

None.

SCHEDULE OF COPYRIGHTS

In addition to those copyright registrations listed here, individual newspapers may have published books of local significance and may or may not have registered the copyright thereto. These copyrights are of immaterial value to the Assignors and their Subsidiaries taken as a whole.

Our search of the copyright office records includes only those documents available in the online search engine which only includes records created after January 1, 1978.

1. Pulitzer Copyrights:

<u>Copyright Claimant</u>	<u>Copyright Title</u>	<u>Publication Date</u>	<u>Registration No.</u>
Farmington Press (<i>whose sole owner is Pulitzer Missouri Newspapers, Inc.</i>)	Effective evaluation : models for accountability	08/11/1981	TX0000746557
Flagstaff Publishing Co.	Allegro grazioso	05/31/1991	PAu001522940
	Amazing grace : arr. for handbells	05/31/1991	PAu001522936
	Balet Anglois : Allegretto	05/31/1991	PAu001522939
	Bendemeer's stream : folk song	05/31/1991	PAu001522935
	A Christmas trilogy	05/31/1991	PA0000563485
	Au Couvent = Cathedral prelude	05/31/1991	PAu001522948
	Danse russe : Scherzo	05/31/1991	PAu001522941
	English folk song	05/31/1991	PAu001522938
	Evening song	05/31/1991	PAu001522945
	Fantasia on Christmas carols	05/31/1991	PA0000563499
	Gavotte in B-flat : Allegro	05/31/1991	PAu001522949
	Hark, the herald angels sing	05/31/1991	PA0000563498
	Hocket	05/31/1991	PAu001522946
	Kaleidoscope : Prelude for Pentecost	05/31/1991	PAu001522937
	Kammenoi-Ostrow = Reve Angelique	05/31/1991	PAu001522947
	Lied italienischer Marinari = Italian sailor's song	05/31/1991	PAu001522943

	Musette	05/31/1991	PAu001522944
	The Music box	05/31/1991	PA0000563486
	Pange Lingua : Sarum plainsong (mode III)	05/31/1991	PAu001522934
	Suite for handbells	05/31/1991	PAu001522950
	Tamborin	05/31/1991	PAu001522942
Lompoc Record (whose sole owner is Santa Maria Times, Inc.)	Inmate wagers his life on a new identity; USP warden fears con is manipulating US prison system	01/23/1985	TX0001570683
Pantagraph Publishing Co.	See list of serials attached hereto as Exhibit J-3		
St. Louis Post-Dispatch LLC	See list of serials attached hereto as Exhibit J-4		
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 07 (31 issues)	05/02/2008	TX0006646973
	Saint Louis post-dispatch Type of work: Serial Issues registered: April 2008 (30 issues)	09/03/2008	TX0006665115
	Saint Louis post-dispatch Type of work: Serial Issues registered: May 2008 (31 issues)	09/03/2008	TX0006665116
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 08 (31 issues)	05/03/2008	TX0006646973
	Saint Louis post-dispatch Type of work: Serial Issues registered: March 09 (31 issues)	02/23/2010	TX0006702286
	Saint Louis post-dispatch Type of work: Serial Issues registered: April 09 (30 issues)	02/23/2010	TX0006702287
	Saint Louis post-dispatch Type of work: Serial Issues registered: July 09 (31 issues)	03/08/2010	TX0006702264
	Saint Louis post-dispatch Type of work: Serial Issues registered: August 09 (31 issues)	03/08/2010	TX0006702268
	Saint Louis post-dispatch Type of work: Serial Issues registered: September 09 (30 issues)	05/05/2010	TX0006704263
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 09 (31 issues)	05/05/2010	TX0006704262
	Saint Louis post-dispatch Type of work: Serial Issues registered: November 09 (30 issues)	03/19/2010	TX0006702449

Saint Louis post-dispatch Type of work: Serial Issues registered: March 10 (31 issues)	05/24/2010	TX0006704110
Saint Louis post-dispatch Type of work: Serial Issues registered: November 10 (30 issues)	03/14/2011	TX0006772293
Saint Louis post-dispatch Type of work: Serial Issues: November 2007 (30 issues)	pending	pending
Saint Louis post-dispatch Type of work: Serial Issues registered: March 2011 (31 issues)	08/02/2011	TX0006783632
Saint Louis post-dispatch Type of work: Serial Issues registered: April 2011 (30 issues)	08/02/2011	TX0006783633
Saint Louis post-dispatch Type of work: Serial Issues: December 2007 (31 issues)	pending	pending
Saint Louis post-dispatch Type of work: Serial Issues: January 08 (31 issues)	pending	pending
Saint Louis post-dispatch Jan12 (31 issues)	05/05/2012	TX0006789925
Saint Louis post-dispatch Feb12 (29 issues)	05/04/2012	TX0006789539
Saint Louis post-dispatch Mar12 (31 issues)	05/04/2012	TX0006789538
Saint Louis post-dispatch May11 (31 issues)	09/26/2011	TX0006788100
Saint Louis post-dispatch Jun11 (30 issues)	09/26/2011	TX0006788104
Saint Louis post-dispatch Jul11 (31 issues)	02/14/2012	TX0006789345
Saint Louis post-dispatch Aug11 (31 issues)	02/14/2012	TX0006790366
Saint Louis post-dispatch Sep11 (30 issues)	02/13/2012	TX0006787889
Saint Louis post-dispatch Oct11 (31 issues)	05/04/2012	TX0006601103
Saint Louis post-dispatch Nov11 (30 issues)	05/04/2012	TX0006601102
Saint Louis post-dispatch Dec11 (31 issues)	05/04/2012	TX0006789924

	Saint Louis post-dispatch Aug10 (31 issues)	02/01/2011	TX0006772179
	Saint Louis post-dispatch Sep10 (30 issues)	02/01/2011	TX0006772180
	Saint Louis post-dispatch Oct10 (31 issues)	02/01/2011	TX0006772177
	Tear gas shot at protesters	9/4/2014	VA0001931472
	Rick Stream Election Party Watch	10/8/2014	VA0001950452
	Ferguson in pictures	11/6/2014	VA0001929823
	Ferguson in pictures	11/6/2014	VA0001929821
	Ferguson in pictures	11/6/2014	VA0001930119
	Ferguson in pictures	11/6/2014	VA0001930134
	Ferguson in pictures	11/6/2014	VA0001930148
	Ferguson in pictures	11/6/2014	VA0001930126
	Ferguson in pictures	11/6/2014	VA0001930000
	Ferguson in pictures	11/7/2014	VA0001930267
	Ferguson in pictures	11/7/2014	VA0001930169
	Ferguson in pictures	11/7/2014	VA0001930821
	Ferguson shows a chance of peace	11/14/2014	VA0001931263
	Guard members hear rumors they are leaving	11/14/2014	VA0001931261
Times Mirror Magazines, Inc. Sporting News Publishing Company, Pulitzer Company. St. Louis Post-Dispatch	Celebrating 70 : Mark McGwire's historic season	11/20/1998	TX0004894995
Saint Louis Post-Dispatch (whose sole owner is The Pulitzer Publishing Company)	Candidates : a simulation game designed for use with the St. Louis Post-Dispatch	10/27/1978	TX0000136299
	Newspaper geography : learning map skills with the St. Louis post-dispatch, an independent newspaper, St. Louis globe-democrat, an independent newspaper	03/05/1981	TX0000658448

	Practical life skill activity cards : “newspaper activities corresponding to the objectives of the Missouri basic essential skills test”	10/30/1978	TX0000139435
	Brezhnev reported to have leukemia	02/21/1978	TX0000014182
Pulitzer Publishing Company (employer for hire)	“See-through” wall is invented for Jewish services	10/15/1998	TX0004751091
Saint Louis Post-Dispatch (employer for hire)	High and mighty : the flood of ‘93	01/24/1994	TX0003720674
Saint Louis Post-Dispatch/Globe Democrat	Newspapers and law-related education	10/13/1981	TX0000781663
	Newspapers and law-related education : grades 5-9	10/13/1981	TX0000781662
Saint Louis Post-Dispatch	Saint Louis post-dispatch — the best recipes cookbook	11/14/1983	TX0001257986
Pulitzer Inc.	See list of serials attached hereto as Exhibit J-5		

SEE EXHIBITS J-3, J-4 AND J-5 ATTACHED HERETO.

For copies of the contents of Exhibits J-3, J-4 and J-5, please contact the Registrant.

SCHEDULE OF STOCK4. **Pulitzer Inc.**

<u>Name of Issuing Corporation</u>	<u>Type of Shares</u>	<u>Number of Shares</u>	<u>Certificate No.</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Pulitzer Technologies, Inc.	Common	500	1	100%	(i)
Pulitzer Newspapers, Inc.	Common	9.3	1	100%	(i)
Star Publishing Company	Common	50,120	10	100%	(i)

5. **Pulitzer Newspapers, Inc.**

<u>Name of Issuing Corporation</u>	<u>Type of Shares</u>	<u>Number of Shares</u>	<u>Certificate No.</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Flagstaff Publishing Co.	Common	1,875	19	100%	(i)
Hanford Sentinel Inc.	Common	4,200	23	100%	(i)
Santa Maria Times, Inc.	Common	4,950	13	100%	(i)
Ynez Corporation	Common	90	1	100%	(i)
Napa Valley Publishing Co.	Common	8,000	29	100%	(i)
Pantagraph Publishing Co.	Common	100	4	100%	(i)

<u>Name of Issuing Corporation</u>	<u>Type of Shares</u>	<u>Number of Shares</u>	<u>Certificate No.</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Southwestern Oregon Publishing Co.	Common	11,960	14	100%	(i)
Pulitzer Missouri Newspapers, Inc.	Common	48,504	4	100%	(i)

SCHEDULE OF NOTES

NONE

SCHEDULE OF LIMITED LIABILITY COMPANY INTERESTS**1. Pulitzer, Inc.**

<u>Name of Issuing Limited Liability Company</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
St. Louis Post-Dispatch LLC	LLC	98.95%	(iv)
STL Distribution Services LLC	LLC	98.95%	(iv)
Suburban Journals of Greater St. Louis LLC	LLC	100%	(iv)
Pulitzer Network Systems LLC	LLC	100%	(iv)
Amplified Digital, LLC	LLC	100%	(iv)
Media Brands, L.L.C.	LLC	< 50%	(iv)

2. St. Louis Post-Dispatch LLC

<u>Name of Issuing Limited Liability Company</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Fairgrove LLC	LLC	100%	(iv)

SCHEDULE OF PARTNERSHIP INTERESTS**1. Star Publishing Company**

<u>Name of Issuing Partnership</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
TNI Partners	General Partnership	50%	(iv)

THIS JOINDER AGREEMENT, dated as of the 25th day of June, 2015, made by each undersigned Subsidiary (each an “Additional Assignor”, and together the “Additional Assignors”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity the “Collateral Agent”) for the benefit of the Secured Creditors referred to in the Guarantee and Collateral Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement.

WITNESSETH:

WHEREAS, Lee Enterprises, Incorporated (the “Borrower”) entered into a First Lien Credit Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the lenders from time to time party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) and as collateral agent;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries have entered into the First Lien Guarantee and Collateral Agreement, dated as of March 31, 2014 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent for the ratable benefit of the Secured Creditors;

WHEREAS, pursuant to the Credit Agreement, upon the occurrence of the Pulitzer Debt Satisfaction Date, each Additional Assignor is required to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, on the date hereof substantially contemporaneously with the execution hereof, the Pulitzer Debt Satisfaction Date shall have occurred and each Additional Assignor has agreed to execute and deliver this Joinder Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Joinder Agreement, each Additional Assignor, as provided in Section 12.12 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Guarantor and an Assignor thereunder with the same force and effect as if originally named therein as a Guarantor and an Assignor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Guarantor and an Assignor thereunder. The information set forth in the Annexes hereto is hereby added to the information set forth in the Annexes to the Guarantee and Collateral Agreement. Each Additional Assignor hereby represents and warrants that each of the representations and warranties contained in Article 3 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Joinder Agreement) as if made on and as of such date.

2. Governing Law. THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank – Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Joinder Agreement to be duly executed and delivered as of the date first above written.

PULITZER INC., as an Assignor

By: /s/ C. D. Waterman III
Name: C. D. Waterman III
Title: Secretary

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,
each as an Assignor

By: /s/ C. D. Waterman III
Name: C. D. Waterman III
Title: Secretary

FAIRGROVE LLC, as an Assignor

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

[Signature Page to Joinder Agreement (First Lien Guarantee and Collateral Agreement)]

AMPLIFIED DIGITAL, LLC
ST. LOUIS POST-DISPATCH LLC
STL DISTRIBUTION SERVICES LLC
SUBURBAN JOURNALS OF GREATER ST. LOUIS LLC
PULITZER NETWORK SYSTEMS LLC,
each as an Assignor

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

[Signature Page to Joinder Agreement (First Lien Guarantee and Collateral Agreement)]

SCHEDULE OF CHIEF EXECUTIVE OFFICES

See attached.

<u>Name of Assignor</u>	<u>Address(es) of Chief Executive Office</u>
Pulitzer Inc.	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Technologies, Inc.	900 N. Tucker Blvd. St. Louis, MO 63101-1099
St. Louis Post-Dispatch LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Fairgrove LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
STL Distribution Services LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Suburban Journals of Greater St. Louis LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Network Systems LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Pulitzer Newspapers, Inc.	404 W. 3700 N. Provo, UT 84604
Flagstaff Publishing Co.	1751 South Thompson Street Flagstaff, AZ 86001
Hanford Sentinel, Inc.	300 E. 6 th St. Hanford, CA 93232
Amplified Digital LLC	900 N. Tucker Blvd. St. Louis, MO 63101-1099
Napa Valley Publishing Co.	1615 2 nd Street Napa, CA 94559
Pantagraph Publishing Co.	301 W. Washington St. Bloomington, IL 61702

Pulitzer Missouri Newspapers, Inc.

900 N. Tucker Blvd.
St. Louis, MO 63101-1099

Santa Maria Times, Inc.

3200 Skyway Dr.
Santa Maria, CA 93455

Southwestern Oregon Publishing Co.

350 Commercial Ave.
Coos Bay, OR 97420

Ynez Corporation

115 North H Street.
Lompoc, CA 93438

Star Publishing Company

201 N. Harrison St. Ste. 600
Davenport, IA 52801

[Reserved]

SCHEDULE OF LEGAL NAMES, TYPE OF ORGANIZATION (AND WHETHER A REGISTERED ORGANIZATION AND/OR A TRANSMITTING UTILITY), JURISDICTION OF ORGANIZATION, LOCATION, ORGANIZATIONAL IDENTIFICATION NUMBERS AND FEDERAL EMPLOYER IDENTIFICATION NUMBERS

See attached.

<u>Exact Legal Name of Each Assignor</u>	<u>Type of Organization (or, if the Assignor is an Individual, so indicate)</u>	<u>Registered Organization (Yes/No)</u>	<u>Jurisdiction of Organization</u>	<u>Assignor's Location (for purposes of NY UCC § 9-307)</u>	<u>Assignor's Organization Identification Number (or, if it has none, so indicate)</u>	<u>Assignor's Federal Employer Identification Number (or, if it has none, so indicate)</u>	<u>Transmitting Utility? (Yes/No)</u>
Pulitzer Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	2900072	43-1819711	No
Amplified Digital LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	5301440	46-2245913	No
Pulitzer Technologies, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3219438	43-1108892	No
St. Louis Post-Dispatch LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3211374	43-1885357	No
Fairgrove LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3324157	n/a	No
STL Distribution Services LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3371779	43-1920922	No
Suburban Journals of Greater St. Louis LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3245491	43-1896217	No
Pulitzer Network Systems LLC	Limited Liability Company	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	3149424	43-1885359	No
Pulitzer Newspapers, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	0317323	91-0401560	No

Flagstaff Publishing Co.	Corporation	Yes	Washington	1751 South Thompson Street, Flagstaff, AZ 86001	601114945	86-0134796	No
Hanford Sentinel, Inc.	Corporation	Yes	Washington	300 E. 6th St., Hanford, CA 93232	601117400	94-1410775	No
Napa Valley Publishing Co.	Corporation	Yes	Washington	1615 2nd Street, Napa, CA 94559	601114867	94-1427802	No
Pantagraph Publishing Co.	Corporation	Yes	Delaware	301 W. Washington St., Bloomington, IL 61702	2062509	36-3367058	No
Pulitzer Missouri Newspapers, Inc.	Corporation	Yes	Delaware	900 N. Tucker Blvd., St. Louis, MO 63101-1099	2618272	61-1301960	No
Santa Maria Times, Inc.	Corporation	Yes	Nevada	3200 Skyway Dr., Santa Maria, CA 93455	C2869-1973	91-0903801	No
Southwestern Oregon Publishing Co.	Corporation	Yes	Oregon	350 Commercial Ave., Coos Bay, OR 97420	101998-18	91-0900741	No
Ynez Corporation	Corporation	Yes	California	115 North H Street. Lompoc, CA 93438	C0710848	95-2875443	No
Star Publishing Company	Corporation	Yes	Arizona	4850 S. Park Ave., Tucson, AZ 85714	0066033-8	86-0200690	No

[Reserved]

DESCRIPTION OF CERTAIN SIGNIFICANT TRANSACTIONS OCCURRING WITHIN ONE YEAR
PRIOR TO THE DATE OF THE GUARANTEE AND COLLATERAL AGREEMENT

<u>Name of Assignor</u>	<u>Description of any Transactions as required by Section 3.8 of the Guarantee and Collateral Agreement</u>
Pulitzer Inc.	N/A
Amplified Digital LLC	N/A
Pulitzer Technologies, Inc.	N/A
St. Louis Post-Dispatch LLC	N/A
Fairgrove LLC	N/A
STL Distribution Services LLC	N/A
Suburban Journals of Greater St. Louis LLC	N/A
Pulitzer Network Systems LLC	N/A
Pulitzer Newspapers, Inc.	N/A
Flagstaff Publishing Co.	N/A
Hanford Sentinel, Inc.	N/A
Napa Valley Publishing Co.	N/A
Pantagraph Publishing Co.	N/A
Pulitzer Missouri Newspapers, Inc.	N/A
Santa Maria Times, Inc.	N/A
Southwestern Oregon Publishing Co.	N/A
Ynez Corporation	N/A
Star Publishing Company	N/A

SCHEDULE OF DEPOSIT ACCOUNTS

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
Pulitzer Inc.	Pulitzer Inc.	1539 1037 9749	US Bank 201 W. 2nd Street Davenport, IA 52801	New York	
Pulitzer Inc.	Pulitzer Sweep	253800001252	US Bank 201 W. 2nd Street Davenport, IA 52801	New York	
Flagstaff Publishing Co.	Arizona Daily Sun Flagstaff	8010486010	Alliance Bank of Arizona 214 East Birch Flagstaff, AZ 86001 Attn: Steve Keith	New York	
Flagstaff Publishing Co.	Arizona Daily Sun	153910045522	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Pulitzer Missouri Newspapers, Inc.	Daily Journal—Park Hills	153910045563	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Pantagraph Publishing Co.	The Pantagraph	153910379806	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Pulitzer Missouri Newspapers, Inc.	Daily Journal—Park Hills	153910045688	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	

SUPPLEMENT TO ANNEX F

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
Pulitzer Missouri Newspapers, Inc.	Daily Journal—Park Hills	153910249744	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Pantagraph Publishing Co.	Pantagraph Publishing Co.	153910255444	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	
Hanford Sentinel, Inc.	Hanford	4470332897	Union Bank 225 W. 7th St. Hanford, CA 93230 559-582-1086 Attn: Lorena Gonzalez lorena.gonzalez@unionbank.com	New York	**
STL Distribution Services LLC	STL Distribution Services LLC	153910045548	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Hanford Sentinel, Inc.	The Sentinel -Hanford	153910045589	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	The Daily Herald—Provo	153910045597	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Santa Maria Times, Inc.	Santa Maria Times	153910045621	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**

SUPPLEMENT TO ANNEX F

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
Southwestern Oregon Publishing Co.	The World #2312—Coos Bay	153910045639	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Napa Valley Publishing Co.	Napa Valley Publishing	153910045647	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald PBS	153910045696	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald Classified	153910045704	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Newspapers, Inc.	Daily Herald Circ	153910045712	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch	153910045746	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Southwestern Oregon Publishing Co.	The World	153910249728	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**

SUPPLEMENT TO ANNEX F

<u>Name of Assignor</u>	<u>Description of Deposit Account</u>	<u>Account Number</u>	<u>Name of Bank, Address and Contact Information</u>	<u>Jurisdiction of Bank (determined in accordance with UCC § 9-304)</u>	<u>Excluded Accounts marked with **</u>
St. Louis Post-Dispatch LLC	St Louis Post Dispatch Marketing	153910379673	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch PD Online	153910379681	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Flagstaff Publishing Co.	Arizona Daily Sun	153910379699	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Hanford Sentinel, Inc.	The Sentinel -Hanford	153910379756	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
St. Louis Post-Dispatch LLC	St Louis Post Dispatch	15391037 9723	US Bank Interstate 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Inc.	Pulitzer Circulation	153910379780	US Bank 201 W. 2nd Street Davenport, IA 52801	New York	**
Pulitzer Inc.	Pulitzer Inc.	182380187852	US Bank 201 W. 2nd Street Davenport, IA 52801	New York	**

DESCRIPTION OF COMMERCIAL TORT CLAIMS

NONE OVER \$100,000

SCHEDULE OF MARKS AND APPLICATIONS; INTERNET DOMAIN NAME REGISTRATIONS; MASTHEADS;
MOBILE/TABLE APPLICATIONS; TRADE NAMES; AND SOFTWARE

1. Marks and Applications:

a. Pulitzer Federal Marks (registered with the USPTO)

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Registration No.</u>
Pulitzer Inc.	100 Neediest Cases	5/24/1983	1239334
	Everyday	10/30/2001	2501621
	Feast	10/16/2007	3314639
	Feast	4/3/2012	4122623
	Feast Magazine	4/26/2011	3952650
	Get Out	5/28/1996	1976900
	St. Louis Post-Dispatch	9/17/1991	1657386
	Feast TV	5/19/2015	4738392
Pulitzer Newspapers, Inc.	American Canyon Eagle	7/18/2006	3118141
	Arizona Daily Sun	12/10/2002	2659561
	Flagstaff Live!	10/22/2002	2639764
	Inside Napa Valley	10/22/2002	2639765
	Selma Enterprise	2/4/2003	2683717
	The Kingsburg Recorder	10/22/2002	2639773
	The Napa Valley Register	2/4/2003	2683714
	The Pantagraph	11/25/2003	2786223
<u>St. Louis Post- Dispatch LLC</u>	STL Today	4/15/2003	2706149

c. Pulitzer State Marks

<u>Owner</u>	<u>Mark</u>	<u>Registration/ Filing/Issued Date</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Flagstaff Publishing Co.	Best of Flagstaff	9/21/1995	Arizona	36272
	99 Things To Do In Northern Arizona	2/26/1999	Arizona	42283
Pantagraph Publishing Co.	Pantagraph	12/27/2006	Illinois	096948

2. Internet Domain Name Registrations:

Assignors 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 Annex H.

Assignors may own immaterial domain names that are not used and thus not included in this Annex. Assignors may also have included immaterial domain names in this Annex that are not in use. Domain names are set forth in this Annex under the subsidiaries who are their beneficial owners; however, such domain names may be formally registered to parties including: Lee Publications, Inc., Lee Procurement Solutions Co., Lee Enterprises, Lee Enterprises, Incorporated, INN Partners L.C., or Lee Consolidated Holdings Co.

a. Pulitzer Domain Names

<u>DOMAIN NAME</u>	<u>BENEFICIAL OWNER</u>
amp-li-fid-digital.com	Amplified Digital
amp-li-fid-digital.net	Amplified Digital
amp-li-fiddigital.com	Amplified Digital
amp-li-fiddigital.net	Amplified Digital
ampdigitalstl.com	Amplified Digital
ampdigitalstl.net	Amplified Digital
amplifiddigital.com	Amplified Digital
amplifiddigital.net	Amplified Digital
amplifiddigitalstl.net	Amplified Digital
amplifiedautos.com	Amplified Digital
amplifieddigitalagency.com	Amplified Digital
amplifieddigitalstl.net	Amplified Digital
digitalmarketingsolutionsgroup.com	Amplified Digital
dmsgroup.com	Amplified Digital
dmsgroupstl.com	Amplified Digital
dmsgroupstl.info	Amplified Digital
dmsgroupstl.net	Amplified Digital
trackmycall.com	Amplified Digital
trackmycall.net	Amplified Digital
theadobepress.com	Adobe Press
arizonadailysun.com	Arizona Daily Sun
arizonadailysun.net	Arizona Daily Sun
azdailysun.com	Arizona Daily Sun
azdailysun.net	Arizona Daily Sun
azdailysun.xxx	Arizona Daily Sun
azdailysun-inserts.com	Arizona Daily Sun
directimpress.com	Arizona Daily Sun

directmailarizona.com	Arizona Daily Sun
directmailflagstaff.com	Arizona Daily Sun
directreps.com	Arizona Daily Sun
emediatools.com	Arizona Daily Sun
flaglive.com	Arizona Daily Sun
flagstaffautofinder.com	Arizona Daily Sun
flagstaffhomefinder.com	Arizona Daily Sun
flagstafflive.com	Arizona Daily Sun
flagstafflives.com	Arizona Daily Sun
flagstaffsnowday.com	Arizona Daily Sun
flagstaffwinterfest.com	Arizona Daily Sun
gcscout.com	Arizona Daily Sun
grandcanyonscout.com	Arizona Daily Sun
m.azdailysun.com	Arizona Daily Sun
mailstakes.com	Arizona Daily Sun
mailstakes.net	Arizona Daily Sun
mountainlivingmagazine.com	Arizona Daily Sun
namlm.com	Arizona Daily Sun
sellitaz.com	Arizona Daily Sun
sellitflag.com	Arizona Daily Sun
sellitflagstaff.com	Arizona Daily Sun
thursdaysonthesquare.com	Arizona Daily Sun
yourgrandcanyonguide.com	Arizona Daily Sun
dailysundigitalsolutions.com	Arizona Daily Sun
dailysunmediasolutions.com	Arizona Daily Sun
finditflagstaff.com	Arizona Daily Sun
bandonwesternworld.com	Bandon Western World
westernworldnewspaper.com	Bandon Western World
farmercityjournal.com	Bloomington Pantagraph
gibsoncitycourier.com	Bloomington Pantagraph
leroyjournal.com	Bloomington Pantagraph
m.pantagraph.com	Bloomington Pantagraph
mypantagraph.com	Bloomington Pantagraph
pantagraph.com	Bloomington Pantagraph
pantagraph.xxx	Bloomington Pantagraph
pantagraphautos.com	Bloomington Pantagraph
pantagraphclassifieds.com	Bloomington Pantagraph
pantagraphhomemarket.com	Bloomington Pantagraph
woodcojo.com	Bloomington Pantagraph
woodfordcountyjournal.com	Bloomington Pantagraph
b2b309.biz	Bloomington Pantagraph

bloomington.wheelsforyou.com	Bloomington Pantagraph
business309	Bloomington Pantagraph
cgi.pantagraph.com	Bloomington Pantagraph
circulars.pantagraph.com	Bloomington Pantagraph
edition.pantagraph.com	Bloomington Pantagraph
homes.pantagraph.com	Bloomington Pantagraph
illpolitics.com	Bloomington Pantagraph
jobs.pantagraph.com	Bloomington Pantagraph
live617.com	Bloomington Pantagraph
local.pantagrah.com	Bloomington Pantagraph
mobile.pantagraph.com	Bloomington Pantagraph
my.pantagraph.com	Bloomington Pantagraph
pa-ee.pantagraph.com	Bloomington Pantagraph
politicsillinois.com	Bloomington Pantagraph
stats.pantagraph.com	Bloomington Pantagraph
tcstyle.com	Bloomington Pantagraph
theuguide.com	Bloomington Pantagraph
www2.pantagraph.com	Bloomington Pantagraph
dailyjournalmo.com	Daily Journal
dailyjournalonline.com	Daily Journal
dailyjournalonline.xxx	Daily Journal
democratnewsonline.com	Daily Journal
farmingtonpressonline.com	Daily Journal
m.dailyjournalonline.com	Daily Journal
mydjconnection.com	Daily Journal
centralvalleyview.com	Hanford Sentinel
cumberlink.xxx	Hanford Sentinel
hanfordsentinel.com	Hanford Sentinel
hanfordsentinel.xxx	Hanford Sentinel
hanfordvoice.com	Hanford Sentinel
homestricounty.net	Hanford Sentinel
kcvalleyview.com	Hanford Sentinel
kingscountyvoice.com	Hanford Sentinel
lemoorenavynews.com	Hanford Sentinel
lemoorevoice.com	Hanford Sentinel
m.hanfordsentinel.com	Hanford Sentinel
newzcentral.com	Hanford Sentinel
shippsentinel.com	Hanford Sentinel
sentinel.wheelsforyou.com	Hanford Sentinel
kingscountybusinesssentinel.biz	Kings County Business Sentinel
kingscountybusinesssentinel.com	Kings County Business Sentinel

kingscountybusinesssentinel.net	Kings County Business Sentinel
kingsburgrecorder.com	Kingsburg Recorder
laduenews.com	Ladue News
centralcoastwheels.com	Lompoc Record
centralcoastwheelsforyou.com	Lompoc Record
lompocrecord.com	Lompoc Record
lompocrecord.xxx	Lompoc Record
m.lompocrecord.com	Lompoc Record
amcaneagle.com	Napa Valley Register
americacanyoneagle.com	Napa Valley Register
distinctiveproperties.com	Napa Valley Register
enapavalley.com	Napa Valley Register
insidenapavalley.com	Napa Valley Register
m.napavalleyregister.com	Napa Valley Register
napabusinessstimes.com	Napa Valley Register
napanews.com	Napa Valley Register
naparegister.com	Napa Valley Register
napavalleybusinessstimes.com	Napa Valley Register
napavalleyregister.com	Napa Valley Register
napavalleyregister.xxx	Napa Valley Register
napavalleywheels.com	Napa Valley Register
nvbusinessstimes.com	Napa Valley Register
nvregister.com	Napa Valley Register
searchnapa.com	Napa Valley Register
sthelenastar.com	Napa Valley Register
tiempolatino.net	Napa Valley Register
weeklycalistogan.com	Napa Valley Register
adsandbargains.com	Provo Daily Herald
asavvylyfe.com	Provo Daily Herald
beatthezuke.com	Provo Daily Herald
cougarblue.com	Provo Daily Herald
daily-herald.com	Provo Daily Herald
dealsgonemobile.com	Provo Daily Herald
harktheherald.com	Provo Daily Herald
heraldextra.com	Provo Daily Herald
heraldextra.com	Provo Daily Herald
heraldextra.xxx	Provo Daily Herald
m.savvyshopperdeals.com	Provo Daily Herald
myheraldextra.com	Provo Daily Herald
myutah.info	Provo Daily Herald
preprallyutah.com	Provo Daily Herald

provodailyherald.com	Provo Daily Herald
savvyshopperdeals.com	Provo Daily Herald
utahadventurer.com	Provo Daily Herald
utahmomclick.com	Provo Daily Herald
uvbid.com	Provo Daily Herald
uvhomechoice.com	Provo Daily Herald
wearesanpete.com	Provo Daily Herald
heraldextra.net	Provo Daily Herald
paysonldstemple.com	Provo Daily Herald
provocitycenter temple.com	Provo Daily Herald
provocitycenter temple.org	Provo Daily Herald
provodh.com	Provo Daily Herald
utahbestbridal.com	Provo Daily Herald
utahadventure.com	Provo Daily Herald
Pulitzer.net	Pulitzer, Inc.
bridescentralcoast.com	Santa Maria Times
centralcoastsavvyshopper.com	Santa Maria Times
fromthevine.info	Santa Maria Times
fromthevine.net	Santa Maria Times
insidesmvalley.com	Santa Maria Times
m.santamariatimes.com	Santa Maria Times
periodicoeltiempo.com	Santa Maria Times
santamariatimes.com	Santa Maria Times
santamariatimes.xxx	Santa Maria Times
spacecountrytimes.com	Santa Maria Times
thetimespressrecorder.com	Santa Maria Times
welcomecentralcoast.com	Santa Maria Times
m.syvnews.com	Santa Ynez Valley News
syvnews.com	Santa Ynez Valley News
selmaenterprise.com	Selma Enterprise
4posttraffic.com	St. Louis Post-Dispatch
900walnut.net	St. Louis Post-Dispatch
amplifiddigitalstl.com	St. Louis Post-Dispatch
amplifieddigitalstl.com	St. Louis Post-Dispatch
applypd.com	St. Louis Post-Dispatch
feastmag.org	St. Louis Post-Dispatch
feast-magazine.com	St. Louis Post-Dispatch
feast-magazine.net	St. Louis Post-Dispatch
feast-magazine.org	St. Louis Post-Dispatch
feaststl.com	St. Louis Post-Dispatch
feaststl.net	St. Louis Post-Dispatch

feaststl.org	St. Louis Post-Dispatch
feastil.com	St. Louis Post-Dispatch
feastkc.com	St. Louis Post-Dispatch
feastmag.net	St. Louis Post-Dispatch
feastmagazine.com	St. Louis Post-Dispatch
feastmidwest.com	St. Louis Post-Dispatch
feastmo.com	St. Louis Post-Dispatch
localvaluesdirect.com	St. Louis Post-Dispatch
m.feaststl.com	St. Louis Post-Dispatch
m.stltoday.com	St. Louis Post-Dispatch
mohealthreport.com	St. Louis Post-Dispatch
myp-d.com	St. Louis Post-Dispatch
mypostdispatch.com	St. Louis Post-Dispatch
mypost-dispatch.com	St. Louis Post-Dispatch
mystltoday.com	St. Louis Post-Dispatch
nowhiringstl.com	St. Louis Post-Dispatch
on-timetraffic.com	St. Louis Post-Dispatch
p4to.com	St. Louis Post-Dispatch
pdmarketmax.com	St. Louis Post-Dispatch
pdonline.com	St. Louis Post-Dispatch
politicalfix.com	St. Louis Post-Dispatch
post4trafficonline.com	St. Louis Post-Dispatch
postand4traffic.com	St. Louis Post-Dispatch
postdispat.ch	St. Louis Post-Dispatch
postdispatch.com	St. Louis Post-Dispatch
post-dispatch.com	St. Louis Post-Dispatch
post-dispatch.info	St. Louis Post-Dispatch
post-dispatchrewards.com	St. Louis Post-Dispatch
post-dispatchstore.com	St. Louis Post-Dispatch
postfortrafficonline.com	St. Louis Post-Dispatch
postfortrafficon-line.com	St. Louis Post-Dispatch
postfourtrafficonline.com	St. Louis Post-Dispatch
postfourtrafficon-line.com	St. Louis Post-Dispatch
prepsportsshow.com	St. Louis Post-Dispatch
ridesthemagazine.com	St. Louis Post-Dispatch
saintlouisdirect.com	St. Louis Post-Dispatch
saintlouistoday.com	St. Louis Post-Dispatch
sellitsaintlouis.com	St. Louis Post-Dispatch
stl4traffic.com	St. Louis Post-Dispatch
stlapply.com	St. Louis Post-Dispatch
stlatwork.biz	St. Louis Post-Dispatch

stlatwork.com	St. Louis Post-Dispatch
stlcaring.com	St. Louis Post-Dispatch
stlezads.com	St. Louis Post-Dispatch
stlezads.net	St. Louis Post-Dispatch
stlfeast.com	St. Louis Post-Dispatch
stlfeast.net	St. Louis Post-Dispatch
stlfeast.org	St. Louis Post-Dispatch
stlfeasts.com	St. Louis Post-Dispatch
stl-feasts.com	St. Louis Post-Dispatch
stlfeasts.net	St. Louis Post-Dispatch
stl-feasts.net	St. Louis Post-Dispatch
stlfeasts.org	St. Louis Post-Dispatch
stl-feasts.org	St. Louis Post-Dispatch
stlhealthandfitness.com	St. Louis Post-Dispatch
stl-iparty.com	St. Louis Post-Dispatch
stlmamarama.com	St. Louis Post-Dispatch
stlmarketplace.com	St. Louis Post-Dispatch
stlmomsanddads.com	St. Louis Post-Dispatch
stlouisatwork.biz	St. Louis Post-Dispatch
stlouisatwork.com	St. Louis Post-Dispatch
stlouisfeast.com	St. Louis Post-Dispatch
stlouisfeast.net	St. Louis Post-Dispatch
stlouisfeast.org	St. Louis Post-Dispatch
stlouisfeasts.com	St. Louis Post-Dispatch
stlouis-feasts.com	St. Louis Post-Dispatch
stlouisfeasts.net	St. Louis Post-Dispatch
stlouis-feasts.net	St. Louis Post-Dispatch
stlouisfeasts.org	St. Louis Post-Dispatch
stlouis-feasts.org	St. Louis Post-Dispatch
stlouisnews.com	St. Louis Post-Dispatch
stlouisnewspaper.com	St. Louis Post-Dispatch
stlouispost.com	St. Louis Post-Dispatch
stltoday.biz	St. Louis Post-Dispatch
stltoday.com	St. Louis Post-Dispatch
stltoday.net	St. Louis Post-Dispatch
stltoday.org	St. Louis Post-Dispatch
stltodaysucks.com	St. Louis Post-Dispatch
stltodaysucks.net	St. Louis Post-Dispatch
stltodaysucks.org	St. Louis Post-Dispatch
stltonight.com	St. Louis Post-Dispatch
thefeastin.com	St. Louis Post-Dispatch

thefeastin.net	St. Louis Post-Dispatch
thefeastin.org	St. Louis Post-Dispatch
thefeastsite.com	St. Louis Post-Dispatch
thefeastsite.net	St. Louis Post-Dispatch
thefeastsite.org	St. Louis Post-Dispatch
theliststl.com	St. Louis Post-Dispatch
thepostdispatchstore.com	St. Louis Post-Dispatch
thepost-dispatchstore.com	St. Louis Post-Dispatch
workingstlouis.com	St. Louis Post-Dispatch
yourjournal.biz	St. Louis Post-Dispatch
yourjournal.info	St. Louis Post-Dispatch
yournexthomestl.com	St. Louis Post-Dispatch
stldistribution.net	STL Distribution Services
stldistributionservices.com	STL Distribution Services
stldist.com	STL Distribution Services
ampforteens.com	Suburban Journals of Greater St. Louis
claytonbusinessjournal.com	Suburban Journals of Greater St. Louis
claytonbusinessnews.com	Suburban Journals of Greater St. Louis
edwardsvillejournal.com	Suburban Journals of Greater St. Louis
ejournals.com	Suburban Journals of Greater St. Louis
granitecitypress-record.com	Suburban Journals of Greater St. Louis
hazelwood-bridgetonjournal.com	Suburban Journals of Greater St. Louis
illinoiswinepress.com	Suburban Journals of Greater St. Louis
iparty-ladue.com	Suburban Journals of Greater St. Louis
iparty-stl.com	Suburban Journals of Greater St. Louis
jeffcountyjournal.com	Suburban Journals of Greater St. Louis
kirkwoodwebsterjournal.com	Suburban Journals of Greater St. Louis
laduenews.com	Suburban Journals of Greater St. Louis
laduenews.info	Suburban Journals of Greater St. Louis
millstadtenterprise.com	Suburban Journals of Greater St. Louis
missouriwinepress.com	Suburban Journals of Greater St. Louis
mysuburbanjournal.com	Suburban Journals of Greater St. Louis
networkstlouis.com	Suburban Journals of Greater St. Louis
newsdemocratejournal.com	Suburban Journals of Greater St. Louis
newsdemocratjournal.com	Suburban Journals of Greater St. Louis
northeastcountyjournal.com	Suburban Journals of Greater St. Louis
northwestcountyjournal.com	Suburban Journals of Greater St. Louis
oakville-mehlvillejournal.com	Suburban Journals of Greater St. Louis
oldnewsboyday.com	Suburban Journals of Greater St. Louis
oldnewsboysday.com	Suburban Journals of Greater St. Louis
oldnewsboysday.org	Suburban Journals of Greater St. Louis

stlhighschoolsports.info	Suburban Journals of Greater St. Louis
stlhighschoolsports.mobi	Suburban Journals of Greater St. Louis
stlhighschoolsports.net	Suburban Journals of Greater St. Louis
stlhighschoolsports.org	Suburban Journals of Greater St. Louis
stlhssports.biz	Suburban Journals of Greater St. Louis
stlhssports.com	Suburban Journals of Greater St. Louis
stlhssports.info	Suburban Journals of Greater St. Louis
stlhssports.mobi	Suburban Journals of Greater St. Louis
stlhssports.net	Suburban Journals of Greater St. Louis
stlhssports.org	Suburban Journals of Greater St. Louis
stlmanufacturingjobs.com	Suburban Journals of Greater St. Louis
stlnursingjobs.com	Suburban Journals of Greater St. Louis
stlouisbestbridal.com	Suburban Journals of Greater St. Louis
stlpreps.com	Suburban Journals of Greater St. Louis
stlprosports.biz	Suburban Journals of Greater St. Louis
stlprosports.com	Suburban Journals of Greater St. Louis
stlprosports.info	Suburban Journals of Greater St. Louis
stlprosports.mobi	Suburban Journals of Greater St. Louis
stlprosports.net	Suburban Journals of Greater St. Louis
stlprosports.org	Suburban Journals of Greater St. Louis
stlsalesjobs.com	Suburban Journals of Greater St. Louis
stluxe.com	Suburban Journals of Greater St. Louis
stluxury.com	Suburban Journals of Greater St. Louis
stlvarsity.com	Suburban Journals of Greater St. Louis
stlyouthsports.com	Suburban Journals of Greater St. Louis
stpetersjournal.com	Suburban Journals of Greater St. Louis
subscribesj.com	Suburban Journals of Greater St. Louis
yourjournal.com	Suburban Journals of Greater St. Louis
timespressrecorder.com	Times Press Recorder
theumpquapost.com	Umpqua Post
m.theworldlink.com	World Link
theworldlink.com	World Link
theworldnewspaper.com	World Link
coquillevalleycourant.com	World Link

3. **Mastheads:**

a. Pulitzer Mastheads

<u>Newspaper Name</u>	<u>Masthead</u>
Arizona Daily Sun	
Santa Maria Times	
The Lompoc Record	
The Sentinel	
Napa Valley Register	
The Pantagraph	
Daily Journal	
St. Louis Post-Dispatch	
The World	
The Daily Herald	

4. Mobile/Tablet Applications:a. Pulitzer Mobile/Tablet Applications

<u>Newspaper</u>	<u>Mobile Application</u>	<u>Platform/Device</u>
Arizona Daily Sun	Arizona Daily Sun	iPhone
Daily Journal	Daily Journal	iPhone
Ladue News	Ladue News	iPad
Santa Maria Times	Central Coast Prep Sports	Android
Santa Maria Times	Central Coast Prep Sports for iPhone	iPhone
Santa Maria Times	Santa Maria Times	Android
Santa Maria Times	Santa Maria Times	iPhone
St. Louis Post-Dispatch	Cardinals Baseball	iPad
St. Louis Post-Dispatch	Rams Football News	iPad
St. Louis Post-Dispatch	St. Louis—stltoday.com	Kindle
The Daily Herald	CougarBlue	Android
The Daily Herald	Daily Herald	Android
The Daily Herald	Daily Herald	iPhone
The Daily Herald	Daily Herald Utah Valley News	iPad
The Daily Herald	Provo – Daily Herald	Kindle
The Daily Herald	UV Sports: Daily Herald	Android
The Lompoc Record	Lompoc Record	Android
The Lompoc Record	Lompoc Record	iPhone
The Napa Valley Register	Napa Valley Register: Local news for Napa, CA	iPhone
The Pantagraph	Bloomington – The Pantagraph	Kindle
The Pantagraph	Pantagraph	Android
The Pantagraph	Pantagraph	iPhone
The Pantagraph	The Pantagraph for iPad	iPad
The Sentinel	The Sentinel: Local news for Hanford, CA	iPhone
The World	The World: Local news for Coos Bay, OR	iPhone

5. Trade Names:

a. Pulitzer Trade Names

<u>Registrant</u>	<u>Jurisdiction</u>	<u>Trade Name</u>	<u>SOS File No.</u>	<u>Expiration</u>
Flagstaff Publishing Co.	AZ	Arizona Daily Sun	254463	8/30/2016
		azdailysun.com	571684	4/30/2018
		SunDial	571686	4/30/2018
		Midweek by Mail	571687	4/30/2018
		Northern Arizona's Mountain Living Magazine	571688	4/30/2018
		Daily Living	571689	4/30/2018
		Flagstaff Rental Guide	571690	4/30/2018
		99 Things to do in Northern Arizona	571682	4/30/2018
		Flagstaff & Scenic Northern Arizona Calendar	571691	4/30/2018
		Coupons Direct	571692	4/30/2018
Hanford Sentinel, Inc.	CA (Kings Co)	The Sentinel	13-157	4/30/2018
		Sentinel Sampler	13-157	4/30/2018
	CA (Fresno Co)	The Selma Enterprise	2201310002733	5/8/2018
		The Kingsburg Recorder	2201310002733	5/8/2018
Santa Maria Times, Inc.	CA (Santa Barbara Co)	Central Valley Guide North	2201310002733	5/8/2018
		Lee Central Coast Newspapers	2014-0001487	5/20/2019
		Santa Maria Times	2013-0001417	4/29/2018

		Adobe Press	2013-0001417	4/29/2018
		Times Press Recorder	2013-0001417	4/29/2018
		Space Country Times	2013-0001417	4/29/2018
		Santa Ynez Valley News	2013-0001417	4/29/2018
		Santa Ynez Valley Extra	2013-0001417	4/29/2018
		The Lompoc Record	2013-0001417	4/29/2018
		Super Savings	2013-0001417	4/29/2018
Santa Maria Times, Inc.	CA (San Luis Obispo Co)	Adobe Press	2013-0989	4/30/2018
		Times Press Recorder	2013-0989	4/30/2018
Napa Valley Publishing Co.	CA (Napa Co)	American Canyon Eagle	2014-0001217	8/18/2019
		Napa Valley Register	2010-0001420	9/14/2015
		St. Helena Star	2013-0000683	4/30/2018
		The Weekly Calistogan	2013-0000683	4/30/2018
		Inside Napa Valley	2013-0000683	4/30/2018
		Valley Bargain Finder	2013-0000683	4/30/2018
		Distinctive Properties	2013-0000683	4/30/2018

Pantagraph Publishing Co.	IL	The Pantagraph	6085-577-3	1/1/2020
		pantagraph.com	6085-577-3	1/1/2020
		The Gibson City Courier	6085-577-3	1/1/2020
		Woodford Star	6085-577-3	1/1/2020
		Woodford County Journal	6085-577-3	1/1/2020
		Community News	6085-577-3	1/1/2020
		Central Illinois Advertiser	6085-577-3	1/1/2020
		HomeFinder Magazine	6085-577-3	1/1/2020
		Pulitzer Inc.	MO	St. Louis Post-Dispatch
Pulitzer Missouri Newspapers, Inc.	MO	Daily Journal	X01310796	4/29/2018
		Daily Journal Advantage	X01310799	4/29/2018
		Daily Journal Weekly Real Estate	X01310800	4/29/2018
		Democrat News	X01310803	4/29/2018
		Farmington Press	X01310806	4/29/2018
		Daily Journal Business Card Directory	X01310810	4/29/2018
		Madison County Info Guide	X01310836	4/29/2018
		Life Planning Guide	X01310838	4/29/2018
		Every Door & More	X01310839	4/29/2018
Suburban Journals of Greater St. Louis LLC	IL	Collinsville Herald	0044531-2	8/1/2015

Suburban Journals of Greater St. Louis LLC	MO	Best Bridal	X01080218	8/23/2015
		Ladue News	X01080165	8/23/2015
		St. Louis Best Bridal	X01080223	8/23/2015
		St. Louis Best Bridal Guide	X00997610	9/8/2019
		St. Louis Best Bridal Magazine	X00997612	9/8/2019
		Suburban Journals	X00997516	9/8/2019
		Suburban Journals of Greater St. Louis	X00997510	9/8/2019
		Granite City Press-Record	X01310847	4/29/2018
		Collinsville Herald	X01310853	4/29/2018
		Feast Magazine	X01310855	4/29/2018
		St. Charles County Journal	X001187797	9/4/2019
		Southwestern Oregon Publishing Co.	OR	The World
Bandon Western World	935155-92			5/3/2017
The Umpqua Post	935160-95			5/3/2017
Pulitzer Newspapers, Inc.	UT	The Daily Herald	7507658-0151	11/30/2015
		The Pyramid	5530321-0151	12/31/2015
		The Pyramid Shopper	8659478-0151	4/30/2016

6. Software and Licenses:a(i). Pulitzer Inbound Licenses

<u>Name - Versions</u>	<u>Number - Licenses</u>
APT retail advertising and classified advertising system	Unlimited user licenses
Infinium General Ledger, Payables, Payroll and Human Resources module	1 per site
Microsoft Exchange Server CAL	1 per employee
Microsoft Office suite (various versions)	5,000
Microsoft Windows Server	
Microsoft Windows Server CAL	1 per employee
Symantec End Point Protection	1 per employee
SmithTech Snagit	1 license
MS Office 2013 Standard	5 licenses
MS Excel 2013	1 license
CitySpark for Events Portal for STL Today.com	1 license

b(i). Pulitzer Proprietary Software Developed by Townnews

Custom internally written advertising system (Phoenix)

Custom internally written circulation system (Falcon)

SCHEDULE OF PATENTS

None.

SCHEDULE OF COPYRIGHTS

In addition to those copyright registrations listed here, individual newspapers may have published books of local significance and may or may not have registered the copyright thereto. These copyrights are of immaterial value to the Assignors and their Subsidiaries taken as a whole.

Our search of the copyright office records includes only those documents available in the online search engine which only includes records created after January 1, 1978.

1. Pulitzer Copyrights:

<u>Copyright Claimant</u>	<u>Copyright Title</u>	<u>Publication Date</u>	<u>Registration No.</u>
Farmington Press (whose sole owner is Pulitzer Missouri Newspapers, Inc.)	Effective evaluation : models for accountability	08/11/1981	TX0000746557
Flagstaff Publishing Co.	Allegro grazioso	05/31/1991	PAu001522940
	Amazing grace : arr. for handbells	05/31/1991	PAu001522936
	Balet Anglois : Allegretto	05/31/1991	PAu001522939
	Bendemeer's stream : folk song	05/31/1991	PAu001522935
	A Christmas trilogy	05/31/1991	PA0000563485
	Au Couvent = Cathedral prelude	05/31/1991	PAu001522948
	Danse russe : Scherzo	05/31/1991	PAu001522941
	English folk song	05/31/1991	PAu001522938
	Evening song	05/31/1991	PAu001522945
	Fantasia on Christmas carols	05/31/1991	PA0000563499
	Gavotte in B-flat : Allegro	05/31/1991	PAu001522949
	Hark, the herald angels sing	05/31/1991	PA0000563498
	Hocket	05/31/1991	PAu001522946
	Kaleidoscope : Prelude for Pentecost	05/31/1991	PAu001522937
	Kammenoi-Ostrow = Reve Angelique	05/31/1991	PAu001522947
	Lied italienischer Marinari = Italian sailor's song	05/31/1991	PAu001522943

	Musette	05/31/1991	PAu001522944
	The Music box	05/31/1991	PA0000563486
	Pange Lingua : Sarum plainsong (mode III)	05/31/1991	PAu001522934
	Suite for handbells	05/31/1991	PAu001522950
	Tamborin	05/31/1991	PAu001522942
Lompoc Record (whose sole owner is Santa Maria Times, Inc.)	Inmate wagers his life on a new identity; USP warden fears con is manipulating US prison system	01/23/1985	TX0001570683
Pantagraph Publishing Co.	See list of serials attached hereto as Exhibit J-3		
St. Louis Post-Dispatch LLC	See list of serials attached hereto as Exhibit J-4		
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 07 (31 issues)	05/02/2008	TX0006646973
	Saint Louis post-dispatch Type of work: Serial Issues registered: April 2008 (30 issues)	09/03/2008	TX0006665115
	Saint Louis post-dispatch Type of work: Serial Issues registered: May 2008 (31 issues)	09/03/2008	TX0006665116
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 08 (31 issues)	05/03/2008	TX0006646973
	Saint Louis post-dispatch Type of work: Serial Issues registered: March 09 (31 issues)	02/23/2010	TX0006702286
	Saint Louis post-dispatch Type of work: Serial Issues registered: April 09 (30 issues)	02/23/2010	TX0006702287
	Saint Louis post-dispatch Type of work: Serial Issues registered: July 09 (31 issues)	03/08/2010	TX0006702264
	Saint Louis post-dispatch Type of work: Serial Issues registered: August 09 (31 issues)	03/08/2010	TX0006702268
	Saint Louis post-dispatch Type of work: Serial Issues registered: September 09 (30 issues)	05/05/2010	TX0006704263
	Saint Louis post-dispatch Type of work: Serial Issues registered: October 09 (31 issues)	05/05/2010	TX0006704262
	Saint Louis post-dispatch Type of work: Serial Issues registered: November 09 (30 issues)	03/19/2010	TX0006702449

Saint Louis post-dispatch Type of work: Serial Issues registered: March 10 (31 issues)	05/24/2010	TX0006704110
Saint Louis post-dispatch Type of work: Serial Issues registered: November 10 (30 issues)	03/14/2011	TX0006772293
Saint Louis post-dispatch Type of work: Serial Issues: November 2007 (30 issues)	pending	pending
Saint Louis post-dispatch Type of work: Serial Issues registered: March 2011 (31 issues)	08/02/2011	TX0006783632
Saint Louis post-dispatch Type of work: Serial Issues registered: April 2011 (30 issues)	08/02/2011	TX0006783633
Saint Louis post-dispatch Type of work: Serial Issues: December 2007 (31 issues)	pending	pending
Saint Louis post-dispatch Type of work: Serial Issues: January 08 (31 issues)	pending	pending
Saint Louis post-dispatch Jan12 (31 issues)	05/05/2012	TX0006789925
Saint Louis post-dispatch Feb12 (29 issues)	05/04/2012	TX0006789539
Saint Louis post-dispatch Mar12 (31 issues)	05/04/2012	TX0006789538
Saint Louis post-dispatch May11 (31 issues)	09/26/2011	TX0006788100
Saint Louis post-dispatch Jun11 (30 issues)	09/26/2011	TX0006788104
Saint Louis post-dispatch Jul11 (31 issues)	02/14/2012	TX0006789345
Saint Louis post-dispatch Aug11 (31 issues)	02/14/2012	TX0006790366
Saint Louis post-dispatch Sep11 (30 issues)	02/13/2012	TX0006787889
Saint Louis post-dispatch Oct11 (31 issues)	05/04/2012	TX0006601103
Saint Louis post-dispatch Nov11 (30 issues)	05/04/2012	TX0006601102
Saint Louis post-dispatch Dec11 (31 issues)	05/04/2012	TX0006789924

Saint Louis post-dispatch Aug10 (31 issues)	02/01/2011	TX0006772179
Saint Louis post-dispatch Sep10 (30 issues)	02/01/2011	TX0006772180
Saint Louis post-dispatch Oct10 (31 issues)	02/01/2011	TX0006772177
Tear gas shot at protesters	9/4/2014	VA0001931472
Rick Stream Election Party Watch	10/8/2014	VA0001950452
Ferguson in pictures	11/6/2014	VA0001929823
Ferguson in pictures	11/6/2014	VA0001929821
Ferguson in pictures	11/6/2014	VA0001930119
Ferguson in pictures	11/6/2014	VA0001930134
Ferguson in pictures	11/6/2014	VA0001930148
Ferguson in pictures	11/6/2014	VA0001930126
Ferguson in pictures	11/6/2014	VA0001930000
Ferguson in pictures	11/7/2014	VA0001930267
Ferguson in pictures	11/7/2014	VA0001930169
Ferguson in pictures	11/7/2014	VA0001930821
Ferguson shows a chance of peace	11/14/2014	VA0001931263
Guard members hear rumors they are leaving	11/14/2014	VA0001931261
Celebrating 70 : Mark McGwire's historic season	11/20/1998	TX0004894995
Times Mirror Magazines, Inc. Sporting News Publishing Company, Pulitzer Company. St. Louis Post-Dispatch		
Saint Louis Post- Dispatch (whose sole owner is The Pulitzer Publishing Company)		
Candidates : a simulation game designed for use with the St. Louis Post-Dispatch	10/27/1978	TX0000136299
Newspaper geography : learning map skills with the St. Louis post-dispatch, an independent newspaper, St. Louis globe-democrat, an independent newspaper	03/05/1981	TX0000658448

	Practical life skill activity cards : “newspaper activities corresponding to the objectives of the Missouri basic essential skills test”	10/30/1978	TX0000139435
	Brezhnev reported to have leukemia	02/21/1978	TX0000014182
Pulitzer Publishing Company (employer for hire)	“See-through” wall is invented for Jewish services	10/15/1998	TX0004751091
Saint Louis Post-Dispatch (employer for hire)	High and mighty : the flood of '93	01/24/1994	TX0003720674
Saint Louis Post-Dispatch/Globe Democrat	Newspapers and law-related education	10/13/1981	TX0000781663
	Newspapers and law-related education : grades 5-9	10/13/1981	TX0000781662
Saint Louis Post-Dispatch	Saint Louis post-dispatch — the best recipes cookbook	11/14/1983	TX0001257986
Pulitzer Inc.	See list of serials attached hereto as Exhibit J-5		

SEE EXHIBITS J-3, J-4 AND J-5 ATTACHED HERETO.

For copies of the contents of Exhibits J-3, J-4 and J-5, please contact the Registrant.

SCHEDULE OF STOCK**4. Pulitzer Inc.**

<u>Name of Issuing Corporation</u>	<u>Type of Shares</u>	<u>Number of Shares</u>	<u>Certificate No.</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Pulitzer Technologies, Inc.	Common	500	1	100%	(i)
Pulitzer Newspapers, Inc.	Common	9.3	1	100%	(i)
Star Publishing Company	Common	50,120	10	100%	(i)

5. Pulitzer Newspapers, Inc.

<u>Name of Issuing Corporation</u>	<u>Type of Shares</u>	<u>Number of Shares</u>	<u>Certificate No.</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Flagstaff Publishing Co.	Common	1,875	19	100%	(i)
Hanford Sentinel Inc.	Common	4,200	23	100%	(i)
Santa Maria Times, Inc.	Common	4,950	13	100%	(i)
Ynez Corporation	Common	90	1	100%	(i)
Napa Valley Publishing Co.	Common	8,000	29	100%	(i)
Pantagraph Publishing Co.	Common	100	4	100%	(i)
Southwestern Oregon Publishing Co.	Common	11,960	14	100%	(i)
Pulitzer Missouri Newspapers, Inc.	Common	48,504	4	100%	(i)

SCHEDULE OF NOTES

NONE

SCHEDULE OF LIMITED LIABILITY COMPANY INTERESTS**1. Pulitzer, Inc.**

<u>Name of Issuing Limited Liability Company</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
St. Louis Post-Dispatch LLC	LLC	98.95%	(iv)
STL Distribution Services LLC	LLC	98.95%	(iv)
Suburban Journals of Greater St. Louis LLC	LLC	100%	(iv)
Pulitzer Network Systems LLC	LLC	100%	(iv)
Amplified Digital, LLC	LLC	100%	(iv)
Media Brands, L.L.C.	LLC	< 50%	(iv)

2. St. Louis Post-Dispatch LLC

<u>Name of Issuing Limited Liability Company</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
Fairgrove LLC	LLC	100%	(iv)

SCHEDULE OF PARTNERSHIP INTERESTS**1. Star Publishing Company**

<u>Name of Issuing Partnership</u>	<u>Type of Interest</u>	<u>Percentage Owned</u>	<u>Sub-clause of Section 1.1(b) of Security Agreement</u>
TNI Partners	General Partnership	50%	(iv)

PULITZER PARI PASSU INTERCREDITOR AGREEMENT

THIS PULITZER PARI PASSU INTERCREDITOR AGREEMENT dated as of June 25, 2015 (this “Agreement”), among LEE ENTERPRISES, INCORPORATED, a Delaware corporation (the “Borrower”), PULITZER INC., a Delaware corporation (“Pulitzer”), each of Pulitzer’s direct or indirect subsidiaries party hereto (together with Pulitzer, the “Pulitzer Entities” or the “Grantors”), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the “Revolving Agent”) and as collateral agent for the Revolving Secured Parties (together with its successors and assigns, in such capacity, the “Revolving Collateral Agent”), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Term Loan Facility (together with its successors and assigns, in such capacity, the “Term Loan Agent”) and as collateral agent for the Term Loan Secured Parties (together with its successors and assigns, in such capacity, the “Term Loan Collateral Agent”), U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture (together with its successors and assigns, in such capacity, the “Notes Trustee”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Notes Secured Parties (together with its successors and assigns, in such capacity, the “Notes Collateral Agent”), and each ADDITIONAL AGENT from time to time party hereto as collateral agent for any First Lien Obligations of any other Class.

The parties hereto agree as follows:

ARTICLE I.

Definitions

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“Additional Agent” has the meaning ascribed to the term in Article VIII.

“Additional First Lien Obligations” means all obligations of the Borrower and the Pulitzer Entities that shall have been designated as such pursuant to Article VIII.

“Additional First Lien Obligations Documents” means the indentures or other agreements under which Additional First Lien Obligations of any Series are issued or incurred and all other instruments, agreements and other documents evidencing or governing Additional First Lien Obligations of such Series or providing any guarantee, Lien or other right in respect thereof, in each case, as amended in accordance with the terms of this Agreement and the Secured Credit Documents.

“Additional Pari Passu Lien Obligations” means indebtedness and related obligations (other than Priority Payment Lien Obligations) permitted under the Notes Indenture and under the First Lien Credit Agreement to be incurred and to be secured on a pari passu basis with the Liens securing the Pari Passu Lien Obligations.

“Additional Priority Payment Lien Obligations” means indebtedness and related obligations permitted under the Notes Indenture and under the First Lien Credit Agreement to be incurred and to be secured on a pari passu basis with the Liens securing, and also to be entitled to the same payment priority as, the Priority Payment Lien Obligations.

“Additional Secured Parties” means the holders of any Additional First Lien Obligations.

“Affiliate” means, of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agents” means the collective reference to the Revolving Agent, the Term Loan Agent, the Notes Trustee, the Additional Agents and the Collateral Agents.

“Agreement” has the meaning ascribed to such term in the preamble.

“Authorized Officer” means, with respect to any Person, the chief executive officer, the chief financial officer, principal accounting officer, any vice president, treasurer, general counsel or another executive officer of such Person.

“Bailee Collateral Agent” has the meaning ascribed to such term in Section 4.01(a).

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for the relief of debtors.

“Borrower” has the meaning ascribed to such term in the preamble.

“Business Day” means each day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York, New York are authorized or required by law to close.

“Cash Management Obligations” means, “Other Obligations” in respect of any “Secured Cash Management Services Agreement” under and as defined in the Security Documents in respect of the Priority Payment Lien Obligations.

“Class” means, when used in reference to (a) any First Lien Obligations, whether such First Lien Obligations constitute Revolving Credit Obligations, Priority Payment Lien Obligations, Term Loan Obligations, Pari Passu Lien Obligations, Notes Obligations or Additional First Lien Obligations of any Series, (b) any Collateral Agent, whether such Collateral Agent is the Revolving Collateral Agent, the Term Loan Collateral Agent, the Notes Collateral Agent or the Additional Agent with respect to the Additional First Lien Obligations of any Series, (c) any Bailee Collateral Agent, whether such Bailee Collateral Agent is the Revolving Collateral Agent, the Term Loan Collateral Agent, the Notes Collateral Agent or the

Additional Agent with respect to the Additional First Lien Obligations of any Series, (d) any Secured Parties, whether such Secured Parties are the Revolving Secured Parties, the Term Loan Secured Parties, the Notes Secured Parties or the holders of the Additional First Lien Obligations of any Series, (e) any Secured Credit Documents, whether such Secured Credit Documents are the Revolving Credit Documents, the Term Credit Documents, the Notes Documents or the Additional First Lien Obligations Documents with respect to Additional First Lien Obligations of any Series, and (f) any Security Documents, whether such Security Documents are part of the Revolving Credit Documents, the Term Credit Documents, the Notes Documents or the Additional First Lien Obligations Documents with respect to Additional First Lien Obligations of any Series.

“Collateral” means all assets, whether now owned or hereafter acquired by the Pulitzer Entities, on which a Lien is granted or purported to be granted to any Secured Party as security for any First Lien Obligation.

“Collateral Agents” means the Revolver Collateral Agent, the Term Loan Collateral Agent, the Notes Collateral Agent and each Additional Agent.

“Controlled Shared Collateral” has the meaning ascribed to such term in Section 4.01(a).

“Controlling Pari Passu Agent” has the meaning ascribed to such term in Section 3.01.

“Discharge of Priority Payment Lien Obligations” means, subject to any reinstatement of Priority Payment Lien Obligations in accordance with this Agreement (a) payment in full in cash of the principal of and interest (including Post-Petition Interest), and premium, if any, that is due and payable on all Priority Payment Lien Obligations and termination of all commitments of the Secured Parties in respect of the Priority Payment Lien Obligations to lend or otherwise extend credit under the Revolving Credit Documents, (b) payment in full in cash of all other Priority Payment Lien Obligations (including letter of credit reimbursement obligations) that are due and payable or otherwise accrued and owing at or prior to the time such principal, interest, and premium are paid (other than Cash Management Obligations and Hedging Obligations so long as arrangements satisfactory to the counterparties thereto have been made), and (c) termination or cash collateralization (in an amount and manner, and on terms, reasonably satisfactory to the applicable issuing lender thereof) of all letters of credit issued under the Revolving Credit Documents.

“Enforcement Action” means, with respect to the Priority Payment Lien Obligations or the Pari Passu Lien Obligations, the exercise of any rights and remedies with respect to any Shared Collateral securing such First Lien Obligations or the commencement or prosecution of enforcement of any of the rights and remedies as a secured creditor under the applicable Secured Credit Documents, or applicable law, including, without limitation, (a) the exercise of any rights of set-off or recoupment and (b) rights to credit bid debt, and the exercise of any rights or remedies of a secured creditor under the Uniform Commercial Code of any applicable jurisdiction or under the Bankruptcy Code and (c) the commencement of any judicial or nonjudicial foreclosure proceedings with respect to, attempting any action to take possession of, any Shared Collateral, or exercising any right, remedy or power with respect to, or otherwise taking any action to enforce their rights or interests in or realize upon the Shared Collateral.

“Event of Default” means an “Event of Default” (or similar event, however denominated) as defined in any Secured Credit Document.

“Exercising Agent” has the meaning ascribed to such term in Section 2.03.

“First Lien Credit Agreement” means the First Lien Credit Agreement dated as of March 31, 2014, by and among the Borrower, the lenders party thereto in their capacities as lenders thereunder and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and one or more other financing arrangements (including, any guarantee agreements and security documents), in each case, as amended in accordance with the terms of this Agreement and the Secured Credit Documents, including any agreement extending the maturity of, Refinancing, replacing, consolidating or otherwise restructuring all or any portion of the First Lien Obligations under any such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders and whether or not increasing the amount of indebtedness that may be incurred thereunder; *provided* that the collateral agent for any such other financing arrangement or agreement becomes a party hereto by executing and delivering a Collateral Agent Joinder Agreement.

“First Lien Obligations” means (a) the Priority Payment Lien Obligations, (b) the Pari Passu Lien Obligations, and (c) the Additional First Lien Obligations.

“Guarantee and Collateral Agreement” means the First Lien Guarantee and Collateral Agreement dated as of March 31, 2014, by and among the Borrower, the Pulitzer Entities, other parties thereto from time to time and JPMorgan Chase Bank, N.A., as collateral agent.

“Hedging Obligations” means, “Other Obligations” in respect of any “Secured Hedging Agreement” under and as defined in the Security Documents in respect of the Priority Payment Lien Obligations.

“Insolvency Proceeding” means (a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to any of the Pulitzer Entities, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to any of the Pulitzer Entities or with respect to a material portion of its assets, (c) any liquidation, dissolution, reorganization or winding up of any of the Pulitzer Entities, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any of the Pulitzer Entities.

“Joinder Agreement” means a supplement to this Agreement substantially in the form of Exhibit A, appropriately completed.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest, or encumbrance of any kind in respect of such asset, in each case in the nature of security, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, or sale/leaseback, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

“Notes” has the meaning ascribed to such term in the definition of “Notes Indenture.”

“Notes Collateral Agent” has the meaning ascribed to such term in the preamble.

“Notes Documents” means the Notes Indenture, the Notes Security Documents and each of the other agreements, documents and instruments providing for or evidencing any other Notes Obligations and any other document or instrument executed or delivered at any time in connection with any Notes Obligations, to the extent such are effective at the relevant time.

“Notes Indenture” means that certain Indenture, dated as of March 31, 2014, among the Borrower, the Pulitzer Entities party thereto, as guarantors, the Notes Trustee and the Notes Collateral Agent, governing the Borrower’s 9.5% Notes due 2022 (the “Notes”) as amended in accordance with the terms of this Agreement and the Secured Credit Documents.

“Notes Obligations” means all “Obligations” as defined in the Notes Security Documents.

“Notes Secured Parties” means the Notes Trustee, the Notes Collateral Agent and the holders of the Notes Obligations.

“Notes Security Documents” has the meaning ascribed to the term “Security Documents” in the Notes Indenture, in each case, as amended in accordance with the terms of this Agreement and the Secured Credit Documents.

“Notes Trustee” has the meaning ascribed to such term in the preamble.

“Pari Passu Lien Obligations” means, collectively, the Term Loan Obligations, the Notes Obligations, and any other Additional Pari Passu Lien Obligations.

“Pari Passu Secured Parties” means, collectively, the Term Loan Agent, the Term Loan Collateral Agent, the Notes Trustee, the Notes Collateral Agent and each other holder of a Pari Passu Lien Obligation.

“Person” means any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision hereof or any other entity.

“Post-Petition Interest” means in respect of any indebtedness (a) all interest accrued or accruing, or which would accrue, absent commencement of an Insolvency Proceeding (and the effect of provisions such as Section 502(b)(2) of the Bankruptcy Code), on or after the commencement of an Insolvency Proceeding in accordance with the rate specified in the applicable agreement with respect to such indebtedness, whether or not the claim for such interest is allowed or allowable as a claim in such Insolvency Proceeding, and (b) any and all fees and expenses (including attorneys’ and/or financial consultants’ fees and expenses) incurred by the secured parties in respect of such indebtedness on or after the commencement of an

Insolvency Proceeding, whether or not the claim for fees and expenses is allowed or allowable under Section 502 or 506(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any similar federal, state or foreign law for the relief of debtors as a claim in such Insolvency Proceeding.

“Priority Payment Lien Obligations” means, collectively, “Obligations” as defined in the Revolving Credit Security Documents (including the Cash Management Obligations and Hedging Obligations) and any other Additional Priority Payment Lien Obligations.

“Priority Payment Secured Parties” means, collectively, the Revolving Agent, the Revolving Collateral Agent, and each other holder of a Priority Payment Lien Obligation.

“Proceeds” has the meaning ascribed to such term in Section 2.01(b).

“Pulitzer Entity Joinder Agreement” means a supplement to this Agreement substantially in the form of Exhibit B, appropriately completed.

“Refinance” means, in respect of any indebtedness, to refinance, extend, renew, refund, replace, repay, prepay, discharge, purchase, redeem, defease or retire (including pursuant to a satisfaction and discharge mechanism), or to issue other indebtedness in exchange or replacement for or to consolidate, such indebtedness. “Refinanced” and “Refinancing” shall have correlative meanings.

“Related Secured Credit Documents” means, with respect to the Agent or Secured Parties of any Class, the Secured Credit Documents of such Class.

“Related Secured Parties” means, with respect to the Agent of any Class, the Secured Parties of such Class.

“Revolver Standstill Period” has the meaning ascribed to such term in Section 3.01.

“Revolving Agent” has the meaning ascribed to such term in the preamble.

“Revolving Collateral Agent” has the meaning ascribed to such term in the preamble.

“Revolving Credit Documents” means any documents governing Priority Payment Lien Obligations, as such documents may be amended, restated or supplemented from time to time.

“Revolving Credit Facility” means the Revolving Facility under, and as defined in, the First Lien Credit Agreement, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder (whether or not with the original administrative agent, holders, lenders, investors, underwriters, agents or other parties), including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“Revolving Credit Obligations” means “Obligations” as defined in the Revolving Credit Security Documents, solely in respect of the Revolving Credit Facility.

“Revolving Credit Security Documents” has the meaning ascribed to the term “Security Documents” in the First Lien Credit Agreement and as amended in accordance with the terms of this Agreement and the Secured Credit Documents.

“Revolving Secured Parties” means the Revolving Agent, the Revolving Collateral Agent and the other holders of Priority Payment Lien Obligations.

“Secured Credit Documents” means, collectively, (a) the Revolving Credit Documents, (b) the Pari Passu Credit Documents, (c) the Notes Documents and (c) the Additional First Lien Obligations Documents.

“Secured Parties” means (a) the Revolving Secured Parties, (b) the Term Loan Secured Parties, (c) the Notes Secured Parties and (d) the Additional Secured Parties.

“Security Documents” means (a) the Guarantee and Collateral Agreement and the other Security Documents (as defined in the First Lien Credit Agreement), (b) each of the Notes Security Documents entered into in favor of the Notes Collateral Agent for the purpose of securing the Notes Obligations and (c) any other agreement entered into in favor of the Collateral Agent of any other Class for the purpose of securing the First Lien Obligations of such Class.

“Series” means, when used in reference to Additional First Lien Obligations such Additional First Lien Obligations as shall have been issued or incurred pursuant to the same indentures or other agreements and with respect to which the same Person acts as the Additional Agent.

“Shared Collateral” means all assets, whether now owned or hereafter acquired by the Pulitzer Entities, subject to a Lien securing any First Lien Obligation.

“Term Loan Agent” has the meaning assigned to such term in the preamble.

“Term Loan Collateral Agent” has the meaning assigned to such term in the preamble.

“Term Loan Credit Documents” means any document governing the Term Loan Obligations, as such documents may be amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Term Loan Facility” means the Term Loan Facility under, and as defined in, the First Lien Credit Agreement, dated as of March 31, 2014, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder (whether or not with the original administrative agent, holders, lenders, investors, underwriters, agents or other parties), including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“Term Loan Obligations” shall have the meaning ascribed to such term in the First Lien Credit Agreement and the Notes Indenture (as the same is in effect of the date hereof).

“Term Loan Secured Parties” means the Term Loan Agent, the Term Loan Collateral Agent and the holders of the Term Loan Obligations.

“Uniform Commercial Code” means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

SECTION 1.02. Terms Generally. The definitions of terms herein shall apply equally to 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”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as amended, amended and restated, supplemented, restated, waived or otherwise modified from time to time in accordance with the terms of this Agreement, if applicable, (b) any reference herein to any Person shall be construed, unless otherwise set forth herein, to include such Person’s successors and assigns, (c) the words “herein”, “hereof and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections and Exhibits shall be construed to refer to Articles, and Sections of, and Exhibits to, this Agreement.

SECTION 1.03. Concerning the Agents.

(a) Each acknowledgement, agreement, consent and waiver (whether express or implied) in this Agreement made by the Revolving Agent or the Revolving Collateral Agent, as applicable, whether on behalf of itself or any of its Related Secured Parties, is made in reliance on the authority granted to the Revolving Agent or the Revolving Collateral Agent, as applicable, pursuant to the authorization thereof under the Revolving Credit Facility and the Related Secured Credit Documents. It is understood and agreed that neither the Revolving Agent nor the Revolving Collateral Agent shall be responsible for or have any duty to ascertain or inquire into whether any of its Related Secured Parties is in compliance with the terms of this Agreement, and no party hereto or any other Secured Party shall have any right of action whatsoever against the Revolving Agent or the Revolving Collateral Agent for any failure of any of its Related Secured Parties to comply with the terms hereof or for any of its Related Secured Parties taking any action contrary to the terms hereof.

(b) Each acknowledgement, agreement, consent and waiver (whether express or implied) in this Agreement made by either the Term Loan Agent or the Term Loan Collateral Agent, as applicable, whether on behalf of itself or any of its Related Secured Parties, is made in reliance on the authority granted to the Term Loan Agent or the Term Loan Collateral Agent, as applicable, pursuant to the authorization thereof under the Term Loan Facility and the Related Secured Credit Documents. It is understood and agreed that neither the Term Loan Agent nor Term Loan Collateral Agent shall be responsible for or have any duty to ascertain or inquire into

whether any of its Related Secured Parties is in compliance with the terms of this Agreement, and no party hereto or any other Secured Party shall have any right of action whatsoever against the Term Loan Agent or the Term Loan Collateral Agent for any failure of any of its Related Secured Parties to comply with the terms hereof or for any of its Related Secured Parties taking any action contrary to the terms hereof.

(c) Each acknowledgement, agreement, consent and waiver (whether express or implied) in this Agreement made by either the Notes Trustee or the Notes Collateral Agent, as applicable, whether on behalf of itself or any of its Related Secured Parties, is made in reliance on the authority granted to the Notes Trustee or the Notes Collateral Agent, as applicable, pursuant to the authorization thereof under the Notes Indenture and the Related Secured Credit Documents. It is understood and agreed that neither the Notes Trustee nor the Notes Collateral Agent shall be responsible for or have any duty to ascertain or inquire into whether any of its Related Secured Parties is in compliance with the terms of this Agreement, and no party hereto or any other Secured Party shall have any right of action whatsoever against the Collateral Agent or the Notes Trustee for any failure of any of its Related Secured Parties to comply with the terms hereof or for any of its Related Secured Parties taking any action contrary to the terms hereof.

(d) Each acknowledgement, agreement, consent and waiver (whether express or implied) in this Agreement made by any Additional Agent, whether on behalf of itself or any of its Related Secured Parties, is made in reliance on the authority granted to such Additional Agent pursuant to the authorization thereof under the Additional First Lien Obligations Documents relating to such Class of First Lien Obligations and the Related Secured Credit Documents. It is understood and agreed that no Additional Agent shall be responsible for or have any duty to ascertain or inquire into whether any of its Related Secured Parties is in compliance with the terms of this Agreement, and no party hereto or any other Secured Party shall have any right of action whatsoever against the Additional Agent for any failure of any of its Related Secured Parties to comply with the terms hereof or for any of its Related Secured Parties taking any action contrary to the terms hereof.

ARTICLE II.

Lien Priorities; Proceeds

SECTION 2.01. Relative Priorities.

(a) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Lien on any Shared Collateral securing any First Lien Obligation, and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, any other applicable law or any Secured Credit Document, or any other circumstance whatsoever, each Agent, for itself and on behalf of its Related Secured Parties, agrees that valid and perfected Liens on any Shared Collateral securing First Lien Obligations of any Class shall be of equal priority; *provided* that the Priority Payment Lien Obligations will have priority as set forth below to the Proceeds of or other payments or distributions on Shared Collateral (whether upon a foreclosure after the occurrence of an Event of Default or in an Insolvency Proceeding, including all adequate protection payments made in any Insolvency Proceeding in respect of any sale of the Shared Collateral) and will be repaid in full prior to the repayment of any Pari Passu Lien Obligations.

(b) Each Agent, for itself and on behalf of its Related Secured Parties, agrees that, notwithstanding (x) any provision of any Secured Credit Document to the contrary and (y) the date, time, method, manner or order of grant, attachment or perfection of any Lien on any Shared Collateral securing any First Lien Obligation, and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, any other applicable law or any Secured Credit Document, or any other circumstance whatsoever if (i) an Event of Default shall have occurred and is continuing and any Secured Party is taking any action to enforce rights or exercise remedies in respect of any Shared Collateral (including any such action referred to in Section 3.01), (ii) any distribution, payment, compromise or settlement of any kind (under a confirmed plan of reorganization or otherwise) is made in respect of any Shared Collateral in any Insolvency Proceeding of any of the Pulitzer Entities or (iii) any Secured Party receives any payment with respect to any Shared Collateral, then, in the case of each of the foregoing clauses (i), (ii) and (iii), such cash and non-cash payments, distributions or the proceeds of any such sale, collection or other liquidation, or payments in respect, of any Shared Collateral obtained or received by any such Secured Party (all such cash or non-cash proceeds, distributions and payments being collectively referred to as “Proceeds”), shall be applied as follows:

(i) FIRST, ratably to the payment of all fees, costs and expenses owing to the Revolving Collateral Agent, the Revolving Agent and any other agent or collateral agent in respect of the Priority Payment Lien Obligations pursuant to the terms of the Revolving Credit Facility or any document related to the Priority Payment Lien Obligations, including in respect of any such enforcement of rights or exercise of remedies;

(ii) SECOND, to the payment in full of any Priority Payment Lien Obligations (including, for the avoidance of doubt, an amount equal to any Post-Petition Interest) secured by a valid and perfected lien on such Shared Collateral at the time due and payable (the amounts so applied to be distributed, as among the Revolving Credit Facility and any Classes of Additional Priority Payment Lien Obligations, ratably in accordance with the amounts of the Revolving Credit Obligations and Additional Priority Payment Lien Obligations of each such Class on the date of such application until the Discharge of the Priority Payment Lien Obligations);

(iii) THIRD, ratably to the payment of all fees, costs and expenses owing to the Term Loan Collateral Agent, the Term Loan Agent, the Notes Collateral Agent, the Notes Trustee and any other Collateral Agent in respect of the Pari Passu Lien Obligations pursuant to the terms of any document related to the Pari Passu Lien Obligations, including in respect of any such enforcement of rights or exercise of remedies;

(iv) FOURTH, to the payment in full of the Pari Passu Lien Obligations (including, for the avoidance of doubt, an amount equal to any Post-Petition Interest) secured by a valid and perfected lien on such Shared Collateral at the time due and payable (the amounts so applied to be distributed, as among the Pari Passu Credit

Facility, the Notes and any classes of Additional Pari Passu Lien Obligations, ratably in accordance with the amounts of the Term Loan Facility, the Notes Obligations and Additional Pari Passu Lien Obligations of each such Class on the date of such application; and

(v) FIFTH, after payment in full of all the First Lien Obligations, to the holders of any junior Liens on the Shared Collateral and thereafter to the Pulitzer Entities or their successors or assigns, as their interests may appear, or as a court of competent jurisdiction may direct.

(c) The parties to this Agreement (including the Pulitzer Entities) shall irrevocably agree that this Agreement (including the provisions described in Section 2.01(b)) constitutes a "subordination agreement" within the meaning of both New York law, Section 510(a) of the Bankruptcy Code and any other applicable law, and that the terms hereof will survive, and will continue in full force and effect and be binding upon each of the parties hereto, in any Insolvency Proceeding.

To further effectuate the intent, understanding, and agreement of the Secured Parties with respect to the Priority Payment Lien Obligations, on the one hand, and the Secured Parties with respect to the Pari Passu Lien Obligations, on the other hand, (x) if it is held (in the context of a confirmed plan of reorganization or otherwise) that the claims against any of the Pulitzer Entities in respect of the Priority Payment Lien Obligations and the Pari Passu Lien Obligations against the Shared Collateral constitute only one secured claim (rather than separate classes of claims), then the Secured Parties in respect of the Priority Payment Lien Obligations and the Secured Parties in respect of the Pari Passu Lien Obligations, expressly acknowledge and agree that all distributions, payments, compromises, or settlements of any kind (under a confirmed plan of reorganization or otherwise) made in respect of any Shared Collateral in any Insolvency Proceeding, after an Event of Default or otherwise shall be deemed for all purposes with respect to this Agreement and such Insolvency Proceeding to have been made as if there were separate classes of senior and junior secured claims against the Pulitzer Entities in respect of the Shared Collateral, with the effect being that the Secured Parties in respect of the Priority Payment Lien Obligations shall be entitled to and shall receive from the Shared Collateral, in addition to amounts distributed to them in respect of principal, pre-petition interest, and other claims, Post-Petition Interest on the Priority Payment Lien Obligations before any distribution is or may be made in respect of the claims secured by the Shared Collateral, or the Liens thereon, securing the Pari Passu Lien Obligations, and (y) each Secured Party in respect of the Pari Passu Lien Obligations (whether directly or through its Agent), further expressly acknowledges and agrees to either turn over to, or direct the Pulitzer Entities to pay directly to, the Revolving Collateral Agent, for payment to the holders of the Priority Payment Lien Obligations, all amounts otherwise received or receivable by them from the Shared Collateral or in respect of the Liens thereon securing the Pari Passu Lien Obligations to the extent needed to effectuate the intent of this provision to ensure that the Priority Payment Lien Obligations (including, for the avoidance of doubt, those related to Post-Petition Interest) are paid in full and the Discharge of the Priority Payment Lien Obligations shall have occurred, even if such turnover of amounts has the effect of reducing the amount of the recovery and/or claims of the Secured Parties in respect of the Pari Passu Lien Obligations.

SECTION 2.02. Payment Over. Each Secured Party (whether directly or through its applicable Agent), agrees that if such Secured Party shall at any time obtain possession of any Shared Collateral or receive any Proceeds (other than as a result of any application of Proceeds pursuant to Section 2.01(b)), (i) the applicable Agent shall promptly inform each other Agent thereof, (ii) such Secured Party shall hold such Shared Collateral or Proceeds in trust for the benefit of the Secured Parties of the Class entitled thereto pursuant to Section 2.01(b) and, with respect to any Shared Collateral constituting Controlled Shared Collateral, the applicable Collateral Agent shall comply with the provisions of Section 4.01 and (iii) in the case of any such Proceeds, such Proceeds shall be applied in accordance with Section 2.01(b) as promptly as practicable.

SECTION 2.03. Determinations with Respect to Amounts of Obligations and Liens. Whenever an Agent (any such Agent, the "Exercising Agent") shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any First Lien Obligations of any other Class, or the Shared Collateral subject to any Lien securing the First Lien Obligations of any other Class (and whether such Lien constitutes a valid and perfected Lien), it may request that such information be furnished to it in writing by the the other Agents and shall be entitled to make such determination on the basis of the information so furnished; *provided* that if, notwithstanding such request the other Agents shall fail or refuse reasonably promptly to provide the requested information, the Exercising Agent shall be entitled to conclusively rely upon a certificate of an Authorized Officer of the Borrower in respect of such existence or amount. Each Agent may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to the Borrower or any of the Pulitzer Entities, any other Secured Party or any other Person as a result of such determination or any action taken or not taken pursuant thereto.

ARTICLE III.

Rights and Remedies; Matters Relating to Shared Collateral

SECTION 3.01. Exercise of Rights and Remedies. At any time prior to the Discharge of Priority Payment Lien Obligations and whether or not an Insolvency Proceeding has commenced by or against the Borrower or any of the Pulitzer Entities that own Shared Collateral, (A) the Revolving Collateral Agent and any Additional Agent on behalf of any Additional Priority Payment Lien Obligations shall have the exclusive right to exercise any right or remedy with respect to any Shared Collateral and will also have the exclusive right to determine the time and method and place for exercising such right or remedy or conducting any proceeding with respect thereto and (B) none of the Secured Parties with respect to the Pari Passu Lien Obligations may commence or maintain any Enforcement Action with respect to the Shared Collateral; *provided, however*, that (i) the Collateral Agent of the Pari Passu Lien Obligations with the largest outstanding aggregate principal amount at such time (the "Controlling Pari Passu Agent") may commence an Enforcement Action after the passage of at least 120 days after the earlier of (x) the date on which the Controlling Pari Passu Agent declared the existence of an Event of Default and demanded the repayment of all the principal amount of such Pari Passu Lien Obligations and (y) the date on which the Revolving Collateral Agent received notice from the Controlling Pari

Passu Agent of such declaration of an Event of Default (the “Revolver Standstill Period”) and (ii) the Collateral Agent of the Pari Passu Lien Obligations with the second largest outstanding aggregate principal amount at such time (the “Non-Controlling Pari Passu Agent”) may commence an Enforcement Action after the passage of at least 150 days after the earlier of (x) the date on which the Non-Controlling Pari Passu Agent declared the existence of an Event of Default and demanded the repayment of all the principal amount of such Pari Passu Lien Obligations and (y) the date on which the Revolving Collateral Agent and the Controlling Pari Passu Agent received notice from the Non-Controlling Pari Passu Agent of such declaration of an Event of Default; *provided, further, however*, notwithstanding the expiration of the Revolver Standstill Period, if the Revolving Collateral Agent or any other Collateral Agent on behalf of any Additional Priority Payment Lien Obligations commences an Enforcement Action, neither the Controlling Pari Passu Agent, the Non-Controlling Pari Passu Agent or any other Collateral Agent of any Pari Passu Lien Obligations shall commence or continue an Enforcement Action. The Revolving Agent, the Revolving Collateral Agent and any other Collateral Agent behalf of any Additional Priority Payment Lien Obligations are under no obligation to consult with any Collateral Agent on behalf of any Pari Passu Lien Obligations in connection with an Enforcement Action with respect to the Shared Collateral. Notwithstanding the foregoing, (a) the Secured Parties shall remain subject to, and bound by, all covenants or agreements made in this Agreement, and (b) each Agent will agree, on behalf of itself and its related secured parties, that such Agent and its Related Secured Parties shall cooperate in a commercially reasonable manner with each other agent or trustee and its related secured parties in any enforcement of rights or any exercise of remedies with respect to any Shared Collateral.

SECTION 3.02. Prohibition on Contesting Liens. Each Agent, on behalf of itself and its Related Secured Parties, agrees not to contest or support any Person in contesting, in any proceeding (including any Insolvency Proceeding), the perfection, priority, validity, attachment or enforceability of a Lien held by or on behalf of any other Agent or any of its Related Secured Parties in all or any part of the Shared Collateral; *provided* that nothing in this Agreement shall be construed to prevent or impair the rights of any Agent or any of its Related Secured Parties to enforce this Agreement.

SECTION 3.03. Prohibition on Challenging this Agreement. Each Agent, on behalf of itself and its Related Secured Parties, agrees that they will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement; *provided* that nothing in this Agreement shall be construed to prevent or impair the rights of any Agent or any of its Related Secured Parties to enforce this Agreement.

SECTION 3.04. Release of Liens. The parties hereto agree and acknowledge that the release of Liens on any Shared Collateral securing First Lien Obligations of any Class, whether in connection with a sale, transfer or other disposition of such Shared Collateral or otherwise, shall be governed by and subject to the Secured Credit Documents of such Class, and that nothing in this Agreement shall be deemed to amend or affect the terms of the Secured Credit Documents of such Class with respect thereto.

Collateral

SECTION 4.01. Bailment for Perfection of Security Interests.

(a) Each Collateral Agent agrees that if it shall at any time hold a Lien on any Shared Collateral that can be perfected by the possession or control of such Shared Collateral or of any deposit, securities or other account in which such Shared Collateral is held, and if such Shared Collateral or any such account is in fact in the possession or under the control of such Collateral Agent, or of agents or bailees of such Collateral Agent (such Shared Collateral being referred to herein as the "Controlled Shared Collateral"), such Collateral Agent shall, solely for the purpose of perfecting the Liens of any other Collateral Agent granted on such Shared Collateral under its Related Secured Credit Documents and subject to the terms and conditions of this Article, also hold such Controlled Shared Collateral as gratuitous bailee and sub-agent for each such other Collateral Agent (any Collateral Agent that shall be holding any Controlled Shared Collateral as gratuitous bailee and sub-agent being referred to herein as the "Bailee Collateral Agent"). In furtherance of the foregoing, each Collateral Agent appoints each Bailee Collateral Agent (and each Bailee Collateral Agent accepts such appointment) as such Collateral Agent's gratuitous bailee and sub-agent hereunder with respect to any Controlled Shared Collateral that such Bailee Collateral Agent possesses or controls at any time solely for the purpose of perfecting a Lien on such Controlled Shared Collateral. It is further understood and agreed that as of the date hereof and until the Discharge of the Priority Payment Lien Obligations, the Revolving Collateral Agent shall be the Bailee Collateral Agent and be granted possession of all possessory Controlled Shared Collateral and, thereafter, the Controlling Pari Passu Agent.

(b) In furtherance of the foregoing, each Pulitzer Entity hereby grants a security interest in the Controlled Shared Collateral to each Collateral Agent that possesses or controls Controlled Shared Collateral as permitted in Section 4.01(a) for the benefit of the Secured Parties under any other Class of First Lien Obligations which have been granted a Lien on the Controlled Shared Collateral possessed or controlled by such Collateral Agent.

(c) Subject to Section 4.01(a), for purposes of this Section, the Bailee Collateral Agent shall be entitled to deal with the applicable Controlled Shared Collateral in accordance with the terms of its Related Secured Credit Documents as if the Liens thereon of the Collateral Agent or Secured Parties of any other Class (and the agreements set forth in paragraph (a) of this Section) did not exist; *provided* that any Proceeds arising from any such Controlled Shared Collateral shall be subject to Article II. The obligations and responsibilities of any Bailee Collateral Agent to any other Collateral Agent or any of its Related Secured Parties under this Article shall be limited solely to holding or controlling the applicable Controlled Shared Collateral as gratuitous bailee and sub-agent in accordance with this Article. Without limiting the foregoing, (i) no Bailee Collateral Agent shall have any obligation or responsibility to ensure that any Controlled Shared Collateral is genuine or owned by any of the Pulitzer Entities, (ii) no Bailee Collateral Agent shall, by reason of this Agreement, any other Security Document or any other document, have a fiduciary relationship or other implied duties in respect of any other Collateral Agent or any other Secured Party and (iii) without affecting the agreement of any Bailee Collateral Agent to act as a gratuitous bailee and sub-agent solely for the purpose set forth

in paragraph (a) of this Section or the right of any other Collateral Agent to enforce the rights and exercise the remedies (in each case other than through such Bailee Collateral Agent) as set forth in Section 3.01 each Collateral Agent agrees that such Collateral Agent shall not issue any instructions to any Bailee Collateral Agent, in its capacity as a gratuitous bailee and sub-agent of such Collateral Agent, with respect to the Controlled Shared Collateral or otherwise seek to exercise control over any Bailee Collateral Agent.

(d) The Bailee Collateral Agent of any Class shall, upon the Discharge of the priority payment Lien Obligations of such Class, transfer the possession and control of the applicable Controlled Shared Collateral, together with any necessary endorsements but without recourse or warranty, to the Controlling Pari Passu Agent. In connection with any transfer under by any Bailee Collateral Agent, such Bailee Collateral Agent agrees to take all actions in its power as shall be reasonably requested by the Controlling Pari Passu Agent to permit the Controlling Pari Passu Agent to obtain, for the benefit of its Related Secured Parties, a first priority security interest in the applicable Controlled Shared Collateral.

SECTION 4.02. Delivery of Documents. Promptly after the execution and delivery to any Collateral Agent by any Pulitzer Entity of any Security Document (other than (a) any Security Document in effect on the date hereof and (b) any Additional First Lien Obligations Document referred to in paragraph (b) of Article VIII, but including any amendment, amendment and restatement, waiver or other modification of any such Security Document or Additional First Lien Obligations Document), the Pulitzer Entities shall deliver to each Collateral Agent party hereto at such time a copy of such Security Document.

SECTION 4.03. No New Liens. Until the Discharge of the Priority Payment Lien Obligations and payment in full in cash of the Pari Passu Lien Obligations has occurred, whether or not an Insolvency Proceeding has been commenced by or against any Grantor, the parties hereto agree that there shall be no Lien, and no Grantor shall have any right to create any Lien, on any assets of any Grantor securing any Priority Payment Lien Obligations or Pari Passu Lien Obligations if these same assets are not subject to, and do not become subject to, a Lien securing all the Priority Payment Lien Obligations and the Pari Passu Lien Obligations. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Secured Parties, the parties hereto agree that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 4.03 shall be subject to Section 2.01(b).

ARTICLE V.

Insolvency Proceedings

SECTION 5.01. Filing of Motions. Until the Discharge of Priority Payment Lien Obligations, none of the Pari Passu Secured Parties, in or in connection with any Insolvency Proceeding, shall file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any of the Shared Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Priority Payment Lien Secured Parties (including the validity and enforceability thereof) or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise; *provided* that any Pari Passu Secured Party may file a proof of claim in an Insolvency Proceeding.

SECTION 5.02. Financing Matters. Until the Discharge of Priority Payment Lien Obligations, if any of the Pulitzer Entities becomes subject to an Insolvency Proceeding, and if the Revolving Collateral Agent shall desire to permit (or not object to) the use of cash collateral or to permit (or not object to) any of the Pulitzer Entities to obtain financing under Section 363 or Section 364 of the Bankruptcy Code or any similar provision of any Bankruptcy Law (“DIP Financing”), then the Pari Passu Secured Parties (a) will be deemed to have consented to and will not object to such use of cash collateral or DIP Financing, (b) will not request or accept adequate protection or any other relief in connection with the use of such cash collateral or such DIP Financing (except to the extent permitted by Section 5.03), and, to the extent the Liens securing the Priority Payment Lien Obligations are subordinated or pari passu with such DIP Financing, or any “carve out”, the Pari Passu Secured Parties will subordinate or make pari passu its Liens in the Shared Collateral to such DIP Financing (and all obligations relating thereto) on the same basis as they are subject to the Liens securing the Priority Payment Lien Obligations, (c) will raise no objection to, and will not otherwise contest any (i) motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of any Priority Payment Lien Obligations or Pari Passu Lien Obligations made by the Revolving Collateral Agent.

SECTION 5.03. Relief from Automatic Stay. With respect to the Shared Collateral, until the Discharge of the Priority Payment Lien Obligations, each Pari Passu Secured Party (whether directly or through its applicable Agent) agrees not to seek relief from the automatic stay or any other stay in an Insolvency Proceeding or take any action in derogation thereof, without the prior written consent of the Revolving Collateral Agent.

SECTION 5.04. Adequate Protection. With respect to the Shared Collateral, each Pari Passu Secured Party (whether directly or through its applicable Agent) agrees not to contest (or support any Person contesting) (a) any request by the Revolving Collateral Agent or any other holder of Priority Payment Lien Obligations for adequate protection or (b) any objection by the Revolving Collateral Agent or any holder of Priority Payment Lien Obligations to any motion, relief, action or proceeding based on the Revolving Collateral Agent or such holders of Priority Payment Lien Obligations claiming a lack of adequate protection. Notwithstanding the foregoing, in any Insolvency Proceeding, if the Revolving Collateral Agent or the holders of Priority Payment Lien Obligations (or any subset thereof) are granted adequate protection in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of the Bankruptcy Code or any similar law, then the Term Loan Collateral Agent and the Notes Collateral Agent and their Related Secured Parties shall also be granted such adequate protection which adequate protection shall be subject to the priorities set forth in Section 2.01.

ARTICLE VI.

Other Agreements

SECTION 6.01. Concerning Secured Credit Documents and Shared Collateral. The Secured Credit Documents of any Class may be amended, supplemented or otherwise modified, in whole or in part, in accordance with their terms, in each case without notice to or the consent of the Collateral Agent or any Secured Parties of any other Class; *provided* that nothing in this paragraph shall affect any limitation on any such amendment, supplement or other modification that is set forth in the Secured Credit Documents of any such other Class.

SECTION 6.02. Refinancings. The First Lien Obligations of any Class may be Refinanced, in whole or in part, in each case, without notice to, or the consent of the Collateral Agent or any Secured Party of any other Class, all without affecting the priorities provided for herein (including, without limitation, the priority in right of payment of the Priority Payment Lien Obligations) or the other provisions hereof; *provided* that nothing in this paragraph shall affect any limitation on any such Refinancing that is set forth in the Secured Credit Documents of any such other Class; and *provided further* that, if any obligations of the Borrower or the Pulitzer Entities in respect of such Refinancing indebtedness shall be secured by Liens on any Shared Collateral, such obligations and the holders thereof shall be subject to and bound by the provisions of this Agreement and, if not already, the agent (or other representative) and collateral agent in respect of such obligations shall become a party hereto by executing and delivering a Joinder Agreement.

SECTION 6.03. Reinstatement. If, in any Insolvency Proceeding or otherwise, all or part of any payment with respect to the First Lien Obligations of any Class previously made shall be rescinded for any reason whatsoever (including an order or judgment for disgorgement of a preference under the Bankruptcy Code, or any similar law), then the terms and conditions of Article II shall be fully applicable thereto until all the First Lien Obligations of such Class shall again have been paid in full in cash.

SECTION 6.04. Reorganization Modifications. In the event the First Lien Obligations of any Class are modified pursuant to applicable law, including Section 1129 of the Bankruptcy Code, any reference to the First Lien Obligations of such Class or the Secured Credit Documents of such Class shall refer to such obligations or such documents as so modified.

SECTION 6.05. Further Assurances. Each of the Collateral Agents, the Borrower and the Pulitzer Entities agrees that it will execute, or will cause to be executed, any and all further documents, agreements and instruments, and take all such further actions, as may be required under any applicable law, or which any Collateral Agent may reasonably request in writing, to effectuate the terms of this Agreement.

ARTICLE VII.

No Reliance; No Liability

SECTION 7.01. No Reliance; Information. Each Collateral Agent, for itself and on behalf of its Related Secured Parties, acknowledges that (a) such Collateral Agent and its Related Secured Parties have, independently and without reliance upon any other Collateral Agent or any of its Related Secured Parties, and based on such documents and information as they have deemed appropriate, made their own decision to enter into the Secured Credit Documents to

which they are party and (b) such Collateral Agent and its Related Secured Parties will, independently and without reliance upon any other Collateral Agent or any of its Related Secured Parties, and based on such documents and information as they shall from time to time deem appropriate, continue to make their own decision in taking or not taking any action under this Agreement or any other Secured Credit Document to which they are party. The Collateral Agent or Secured Parties of any Class shall have no duty to disclose to any Collateral Agent or any Secured Party of any other Class any information relating to the Borrower or the Pulitzer Entities, or any other circumstance bearing upon the risk of nonpayment of any of the First Lien Obligations, that is known or becomes known to any of them or any of their Affiliates. If the Collateral Agent or any Secured Party of any Class, in its sole discretion, undertakes at any time or from time to time to provide any such information to, as the case may be, the Collateral Agent or any Secured Party of any other Class, it shall be under no obligation (i) to make, and shall not be deemed to have made, any express or implied representation or warranty, including with respect to the accuracy, completeness, truthfulness or validity of the information so provided, (ii) to provide any additional information or to provide any such information on any subsequent occasion or (iii) to undertake any investigation.

SECTION 7.02. No Warranties or Liability.

(a) Each Collateral Agent, for itself and on behalf of its Related Secured Parties, acknowledges and agrees that no Collateral Agent or Secured Party of any other Class has made any express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the Secured Credit Documents, the ownership of any Shared Collateral or the perfection or priority of any Liens thereon. The Collateral Agent and the Secured Parties of any Class will be entitled to manage and supervise their loans and other extensions of credit in the manner determined by them. No Agent shall, by reason of this Agreement, any other Security Document or any other document, have a fiduciary relationship or other implied duties in respect of any other Agent or any other Secured Party.

(b) No Collateral Agent or Secured Parties of any Class shall have any express or implied duty to the Collateral Agent or any Secured Party of any other Class to act or refrain from acting in a manner that allows, or results in, the occurrence or continuance of a default or an Event of Default under any Secured Credit Document (other than, in each case, this Agreement), regardless of any knowledge thereof that they may have or be charged with.

ARTICLE VIII.

Additional First Lien Obligations

The Borrower may from time to time, subject to any limitations contained in any Secured Credit Documents in effect at such time, designate additional indebtedness and related obligations that are, or are to be, secured by Liens on any assets of the Pulitzer Entities that would, if such Liens were granted, constitute Shared Collateral as Additional First Lien Obligations by delivering to each Collateral Agent party hereto at such time a certificate of an Authorized Officer of the Borrower:

(a) describing the indebtedness and other obligations being designated as Additional First Lien Obligations, and including a statement of the maximum aggregate outstanding principal amount of such indebtedness as of the date of such certificate;

(b) setting forth the Additional First Lien Obligations Documents under which such Additional First Lien Obligations are issued or incurred or the guarantees of or Liens securing such Additional First Lien Obligations are, or are to be, granted or created, and attaching copies of such Additional First Lien Obligations Documents as each Pulitzer Entity has executed and delivered to the Person that serves as the agent, trustee or similar representative and the collateral agent, collateral trustee or a similar representative for the holders of such Additional First Lien Obligations (such Person being referred to as the "Additional Agent") with respect to such Additional First Lien Obligations on the closing date of such Additional First Lien Obligations, certified as being true and complete by an Authorized Officer of the Borrower;

(c) identifying any such Person that serves as the Additional Agent;

(d) certifying that the incurrence of such Additional First Lien Obligations, the creation of the Liens securing such Additional First Lien Obligations and the designation of such Additional First Lien Obligations as "Additional First Lien Obligations" hereunder do not violate or result in a default under any provision of any Secured Credit Document of any Class in effect at such time;

(e) identifying such Additional First Lien Obligations as either Priority Payment Lien Obligations or Pari Passu Lien Obligations, or for purposes of Section 3.01 the type of Priority Payment Lien Obligations (whether under the Revolving Credit Facility, Cash Management Obligations or Hedging Obligations), and if identified as Priority Payment Lien Obligations, certifying that the designation of such Additional First Lien Obligations as Priority Payment Lien Obligations does not violate or result in a default under any provision of any Secured Credit Document of any Class in effect at such time;

(f) authorize the Additional Agent to become a party hereto by executing and delivering a Joinder Agreement and provide that, upon such execution and delivery, such Additional First Lien Obligations and the holders thereof shall become subject to and bound by the provisions of this Agreement; and

(g) attaching a fully completed Joinder Agreement executed and delivered by the Additional Agent.

Upon the delivery of such certificate and the related attachments as provided above and as so long as the statements made therein are true and correct as of the date of such certificate, the obligations designated in such notice shall become Additional First Lien Obligations for all purposes of this Agreement and, in respect of any such Additional First Lien Obligations that Refinances in full then existing Priority Payment Lien Obligations in respect of the Revolving Credit Facility, such Additional First Lien Obligations shall constitute Priority Payment Lien Obligations in respect of the Revolving Credit Facility, the agreement therefor shall be the Revolving Credit Facility and the Collateral Agent in respect thereof shall be the Revolving Collateral Agent, in each case for all purposes under this Agreement.

ARTICLE IX.

Miscellaneous

SECTION 9.01. Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by electronic transmission, overnight express courier service or United States mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or other electronic transmission or five days after deposit in the United States mail (certified, with postage prepaid and properly addressed). For the purposes hereof, the address of each party hereto is as follows:

- (a) if to Borrower, to it at:
Lee Enterprises, Incorporated
201 N. Harrison Street, Suite 600
Davenport, IA, 52801
Attention: Vice President, Chief Financial Officer and Treasurer
Facsimile: 563-327-2600
E-mail: ron.mayo@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;

- (b) if to any Pulitzer Entity, to it at:
Lee Enterprises, Incorporated
201 N. Harrison Street, Suite 600
Davenport, IA, 52801
Attention: Vice President, Chief Financial Officer and Treasurer
Facsimile: 563-327-2600
E-mail: ron.mayo@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;

(c) if to the Revolving Agent and the Revolving Collateral Agent, to it at:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Dimple Patel
Telephone: 302-634-4154
Telecopy: 302-634-3301
E-mail: dimple.x.patel@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Neer Reibenbach
Telephone: 302-634-1678
Telecopy: 302-634-3301
E-mail: neer.reibenbach@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Timothy Lee
Telephone: 212-270-2282
Telecopy: 212-270-5100
E-mail: timothy.d.lee@jpmorgan.com;

(d) if to the Term Loan Agent and Term Loan Collateral Agent, to it at:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Dimple Patel
Telephone: 302-634-4154
Telecopy: 302-634-3301
E-mail: dimple.x.patel@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Neer Reibenbach
Telephone: 302-634-1678
Telecopy: 302-634-3301
E-mail: neer.reibenbach@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Timothy Lee
Telephone: 212-270-2282
Telecopy: 212-270-5100
E-mail: timothy.d.lee@jpmorgan.com;

(e) if to the Notes Trustee, to it at:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: Global Corporate Trust Services
Facsimile: 651-466-7430;

(f) if to the Notes Collateral Agent, to it at:

Deutsche Bank Trust Company Americas Trust and Agency Services
60 Wall Street, 16th Floor
NYC60-1630
New York, New York 10005
Attention: Corporates Team, Lee Enterprises, Incorporated
Facsimile: 732-578-4635

With a copy to:

Deutsche Bank Trust Company Americas
c/o Deutsche Bank National Trust Company Trust and Agency Services
100 Plaza One, 6th Floor
MSJCY03-0699
Jersey City, NJ 07311-3901
Attention: Corporates Team, Lee Enterprises, Incorporated
Facsimile: 732-578-4635; and

(g) if to any Additional Agent, to it at the address set forth in the applicable Joinder Agreement. Any party hereto may change its information for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendment; Joinder Agreements.

(a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or otherwise modified except as contemplated by the Secured Credit Documents and then pursuant to an agreement or agreements in writing entered into by each Collateral Agent then party hereto; *provided* that no such agreement shall by its terms amend, modify or otherwise affect the rights or obligations of any Pulitzer Entity without such Pulitzer Entity's prior written consent; *provided further* that (i) without the consent of any party hereto, (A) this Agreement may be supplemented by a Joinder Agreement, and an Additional Agent may become a party hereto, in accordance with Article VIII and (B) this Agreement may be supplemented by a Pulitzer Entity Joinder Agreement, and a Subsidiary may become a party hereto, in accordance with Section 9.12, and (ii) in connection with any Refinancing of First Lien Obligations of any Class, the Collateral Agents then party hereto shall enter (and are hereby authorized to enter without the consent of any other Secured Party), at the request of any Collateral Agent or the Borrower, into such amendments or modifications of this Agreement as are reasonably necessary to reflect such Refinancing and are reasonably satisfactory to each such Collateral Agent.

SECTION 9.03. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement. No other Person shall have or be entitled to assert rights or benefits hereunder.

SECTION 9.04. Effectiveness; Survival. This Agreement shall become effective when executed and delivered by the parties hereto. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement. This Agreement shall continue in full force and effect notwithstanding the commencement of any Insolvency Proceeding against the Borrower or any of the Pulitzer Entities.

SECTION 9.05. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 9.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 9.07. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York, 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.

(b) Each party hereto irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan, New York County and of the United States District Court of the Southern District of New York sitting in the Borough of Manhattan, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each party hereto 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 Agreement shall affect any right that any party hereto or any Secured Party may otherwise have to bring any action or proceeding relating to this Agreement against any party hereto or its properties in the courts of any jurisdiction.

(c) Each party hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section. Each party hereto irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 9.01, such service to be effective upon receipt. Nothing in this Agreement will affect the right of any party hereto or any Secured Party to serve process in any other manner permitted by law.

SECTION 9.08. WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR

INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.09. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 9.10. Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other Secured Credit Documents, the provisions of this Agreement shall control.

SECTION 9.11. Provisions Solely to Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the Secured Parties in relation to one another. Except as expressly provided in this Agreement, none of the Borrower, any of the Pulitzer Entities or any other creditor of any of the foregoing, shall have any rights or obligations hereunder, and none of the Pulitzer Entities or the Borrower may rely on the terms hereof. Nothing in this Agreement is intended to or shall impair the obligations of the Borrower or any Pulitzer Entity, which are absolute and unconditional, to pay the First Lien Obligations as and when the same shall become due and payable in accordance with their terms. For the avoidance of doubt, nothing contained herein shall be construed to constitute a waiver or an amendment of any covenant of any Pulitzer Entity contained in any Secured Credit Document, which restricts the incurrence of any indebtedness or the grant of any Lien.

SECTION 9.12. Additional Pulitzer Entities. In the event any Pulitzer Entity shall have granted a Lien on any of its assets to secure any First Lien Obligations, the Borrower shall cause such Pulitzer Entity, if not already a party hereto, to become a party hereto as a "Pulitzer Entity". Upon the execution and delivery by any Pulitzer Entity of a Pulitzer Joinder Agreement, any such Pulitzer Entity shall become a party hereto and a Pulitzer Entity hereunder with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of any other party hereto. The rights and obligations of each party hereto shall remain in full force and effect notwithstanding the addition of any new Pulitzer Entity as a party to this Agreement.

SECTION 9.13. Specific Performance. Each Collateral Agent, on behalf of itself and its Related Secured Parties, may demand specific performance of this Agreement. Each Collateral Agent, on behalf of itself and its Related Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action which may be brought by the Secured Parties.

SECTION 9.14. Integration. This Agreement, together with the other Secured Credit Documents, represents the agreement of each of the Pulitzer Entities, the Borrower and the Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Pulitzer Entity, any Collateral Agent or any other Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Secured Credit Documents.

SECTION 9.15. Trustee Capacity. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally or in its corporate capacity, but solely in its capacity as Notes Trustee under the Notes Indenture, and (b) under no circumstances shall U.S. Bank National Association be individually or personally or in its corporate capacity, liable for the payment of any indebtedness or expenses owed to any party under this Agreement, the Notes Documents, the Secured Credit Documents or the Security Documents.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Revolving Agent and
Revolving Collateral Agent

By: /s/ Timothy D. Lee
Name: Timothy D. Lee
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Term Loan Agent and
Term Loan Collateral Agent

By: /s/ Timothy D. Lee
Name: Timothy D. Lee
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, not in its individual
capacity, but solely in its capacity as Notes Trustee

By: /s/ Raymond S. Haverstock
Name: Raymond S. Haverstock
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Notes Collateral Agent

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Assistant Vice President

LEE ENTERPRISES, INCORPORATED

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

PULITZER INC.

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

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

AMPLIFIED DIGITAL, LLC
ST. LOUIS POST-DISPATCH 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

FORM OF
PULITZER PARI PASSU INTERCREDITOR AGREEMENT JOINDER
ADDITIONAL AGENT

Reference is made to the Pulitzer Pari Passu Intercreditor Agreement dated as of June 25, 2015 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Pari Passu Intercreditor Agreement") among LEE ENTERPRISES, INCORPORATED, a Delaware corporation, PULITZER INC., a Delaware corporation, each of Pulitzer's direct or indirect subsidiaries party thereto, JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility and as collateral agent for the Revolving Secured Parties, JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Term Loan Facility and as collateral agent for the Term Loan Secured Parties, U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Notes Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Pari Passu Intercreditor Agreement. This Pari Passu Intercreditor Agreement Joinder is being executed and delivered pursuant to Article VIII of the Pari Passu Intercreditor Agreement.

Joinder. By executing and delivering this Pari Passu Intercreditor Agreement Joinder, the undersigned as Additional Agent in its capacity as [[Administrative Agent/Trustee/other representative] and as [Collateral Agent/Collateral Trustee/other representative] for holders of Additional First Lien Obligations pursuant to [identify Additional First Lien Obligations Documents] agrees, on its own behalf and on behalf of such holders of Additional First Lien Obligations, to be bound by all the terms and provisions of the Pari Passu Intercreditor Agreement as an Agent, as fully as if the undersigned had executed and delivered the Pari Passu Intercreditor Agreement as of the date thereof.

Governing Law. This Pari Passu Intercreditor Agreement Joinder shall be construed in accordance and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Pari Passu Intercreditor Agreement Joinder to be executed as of _____ ,

20 .

[_____]

By: _____

Name:

Title:

FORM OF
PULITZER PARI PASSU INTERCREDITOR AGREEMENT JOINDER
ADDITIONAL GRANTOR

Reference is made to the Pulitzer Pari Passu Intercreditor Agreement dated as of June 25, 2015 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Pari Passu Intercreditor Agreement") among LEE ENTERPRISES, INCORPORATED, a Delaware corporation, PULITZER INC., a Delaware corporation, each of Pulitzer's direct or indirect subsidiaries party thereto, JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility and as collateral agent for the Revolving Secured Parties, JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Term Loan Facility and as collateral agent for the Term Loan Secured Parties, U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for the Notes Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Pari Passu Intercreditor Agreement. This Pari Passu Intercreditor Agreement Joinder is being executed and delivered pursuant to Section 9.12 of the Pari Passu Intercreditor Agreement.

Joinder. By executing and delivering this Pari Passu Intercreditor Agreement Joinder, the undersigned, _____, a _____, hereby agrees to become party as a Grantor under the Pari Passu Intercreditor Agreement for all purposes thereof on the terms set forth therein, and to be bound by the terms of the Pari Passu Intercreditor Agreement as fully as if the undersigned had executed and delivered the Pari Passu Intercreditor Agreement as of the date thereof.

Governing Law. This Pari Passu Intercreditor Agreement Joinder shall be construed in accordance and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Pari Passu Intercreditor Agreement Joinder to be executed as of
_____, 20____.

[_____]

By: _____
Name:
Title:

PULITZER JUNIOR INTERCREDITOR AGREEMENT

THIS PULITZER JUNIOR INTERCREDITOR AGREEMENT dated as of June 25, 2015 (this "Agreement"), among LEE ENTERPRISES, INCORPORATED, a Delaware corporation (the "Borrower"), PULITZER INC., a Delaware corporation ("Pulitzer"), each of Pulitzer's direct or indirect subsidiaries party hereto (together with Pulitzer, the "Pulitzer Entities"), WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent under the Lee Second Lien Loan Agreement (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Agent") and as collateral agent for the First Lien Secured Parties (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Agent") and as collateral agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Pari Passu Facility (together with its successors and assigns in such capacity, the "Pari Passu Agent") and as collateral agent with respect to the Pari Passu Facility (together with its successors and assigns, in such capacity, the "Pari Passu Collateral Agent"), and U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture (together with its successors and assigns, in such capacity, the "Notes Trustee"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for with respect to the Notes (together with its successors and assigns, in such capacity, the "Notes Collateral Agent").

WHEREAS, the Borrower, the Pulitzer First Priority Agent, the Pulitzer First Priority Collateral Agent and certain financial institutions and other entities are parties to the Second Lien Loan Agreement dated as of March 31, 2014 (the "Lee Second Lien Credit Agreement"), pursuant to which such financial institutions and other entities have agreed to make term loans to the Borrower;

WHEREAS, the Borrower, the Revolving Agent, the Revolving Collateral Agent and certain financial institutions and other entities are parties to a Revolving Credit Facility pursuant to which such financial institutions and other entities have agreed to make revolving loans and extend other financial accommodations to the Borrower;

WHEREAS, the Borrower, the Pari Passu Agent, the Pari Passu Collateral Agent and certain financial institutions and other entities are parties to a Pari Passu Facility pursuant to which such financial institutions and other entities have agreed to make term loans to the Borrower;

WHEREAS, the Borrower, the other Grantors party thereto, as guarantors, and the Notes Trustee are parties to the Indenture dated as of March 31, 2014 (the "Notes Indenture"), pursuant to which the Borrower has agreed to issue senior secured notes due 2022 (the "Notes");

WHEREAS, the Borrower and the other Grantors have granted to the Pulitzer First Priority Secured Parties security interests in the Common Collateral as security for payment and performance of the Pulitzer First Priority Obligations; and

WHEREAS, the Borrower and the other Grantors have granted to the Pulitzer Second Priority Secured Parties security interests in the Common Collateral as security for payment and performance of the Pulitzer Second Priority Obligations.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained and other good and valuable consideration, the existence and sufficiency of which is expressly recognized by all of the parties hereto, the parties agree as follows:

Section 1. Definitions.

1.1 Defined Terms. The following terms, as used herein, have the following meanings:

“Additional Agent” has the meaning set forth in Section 9.3(a).

“Additional Pulitzer First Priority Agreement” means any agreement designated as such in writing by the Borrower; provided that (a) the obligations incurred pursuant to such agreement are permitted to be incurred and secured on a pari passu basis with the then extant Pulitzer First Priority Obligations by the terms of each then extant Pulitzer First Priority Agreement and Pulitzer Second Priority Agreement and (b) the Borrower shall have delivered to each Collateral Agent (i) true and complete copies of such agreement and security documents relating to such agreement, certified as being true and correct by an Authorized Officer of the Borrower and (ii) a certificate of an Authorized Officer of the Borrower describing the obligations incurred pursuant to such agreement to be designated as additional Pulitzer First Priority Obligations and the initial aggregate principal amount or face amount thereof, together with the aggregate commitments thereunder, and certifying that such obligations are permitted to be incurred and secured on a pari passu basis with the then extant Pulitzer First Priority Obligations by the terms of each then extant Pulitzer First Priority Agreement and Pulitzer Second Priority Agreement.

“Additional Pulitzer Second Priority Agreement” means any agreement designated as such in writing by the Borrower; provided that (a) the obligations incurred pursuant to such agreement are permitted to be incurred and secured on a pari passu basis with the then extant Pulitzer Second Priority Obligations by the terms of each then extant Pulitzer First Priority Agreement and Pulitzer Second Priority Agreement and (b) the Borrower shall have delivered to each Collateral Agent (i) true and complete copies of such agreement and security documents relating to such agreement, certified as being true and correct by an Authorized Officer of the Borrower and (ii) a certificate of an authorized officer describing the obligations incurred pursuant to such agreement to be designated as additional Pulitzer Second Priority Obligations and the initial aggregate principal amount or face amount thereof, together with the aggregate commitments thereunder, and certifying that such obligations are permitted to be incurred and secured on a pari passu basis with the then extant Pulitzer Second Priority Obligations by the terms of each then extant Pulitzer First Priority Agreement and Pulitzer Second Priority Agreement.

“Affiliate” means, of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agent Joinder Agreement” means a supplement to this Agreement substantially in the form of Exhibit A, appropriately completed.

“Agents” means the collective reference to the Revolving Agent, the Pari Passu Agent, the Notes Trustee, the Pulitzer First Priority Agent, the Additional Agents and the Collateral Agents.

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Authorized Officer” means, with respect to any Person, the chief executive officer, chief financial officer, principal accounting officer, any vice president, treasurer, general counsel or another executive officer of such Person.

“Bailee Collateral Agent” has the meaning assigned to such term in Section 2.3(b).

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Bankruptcy Law” means the Bankruptcy Code and any similar federal, state or foreign law for relief of debtors.

“Borrower” has the meaning ascribed to such term in the preamble.

“Collateral Agents” means, collectively, the Revolving Collateral Agent, the Pari Passu Collateral Agent, the Notes Collateral Agent, the Pulitzer First Priority Collateral Agent and any Additional Agent.

“Common Collateral” means all assets that are both Pulitzer First Priority Collateral and Pulitzer Second Priority Collateral.

“Comparable Pulitzer Second Priority Security Document” means, in relation to any Common Collateral subject to any Pulitzer First Priority Security Document, the Pulitzer Second Priority Security Document that creates a security interest in the same Common Collateral and granted by the same Grantor.

“Controlled Common Collateral” has the meaning assigned to such term in Section 2.3(b).

“DIP Financing” has the meaning assigned to such term in Section 5.2.

“Discharge of Pulitzer First Priority Obligations” means, subject to any reinstatement of Pulitzer First Priority Obligations in accordance with this Agreement payment in full in cash of the principal of and interest (including Post Petition Interest) and premium, if any that is then due and payable, on all Pulitzer First Priority Obligations and termination of all commitments of the Pulitzer First Priority Secured Parties to lend or otherwise extend credit under the Pulitzer First Priority Documents.

“Enforcement Action” means, with respect to the Pulitzer First Priority Obligations or the Pulitzer Second Priority Obligations, the exercise of any rights and remedies with respect to any Common Collateral securing such obligations or the commencement or prosecution of enforcement of any of the rights and remedies as a secured creditor under, as applicable, the Pulitzer First Priority Security Documents or the Pulitzer Second Priority Security Documents, or applicable law, including, without limitation, (a) any rights of set-off or recoupment, (b) any right to credit bid debt, and the exercise of any rights or remedies of a secured creditor under the Uniform Commercial Code of any applicable jurisdiction or under the Bankruptcy Code and (c) the commencement of any judicial or nonjudicial foreclosure proceedings with respect to, attempting any action to take possession of, any Common Collateral, or exercising any right, remedy or power with respect to, or otherwise taking any action to enforce their rights or interests in or realize upon the Common Collateral.

“Enforcement Notice” has the meaning assigned to such term in Section 3.5(a).

“Event of Default” means an “Event of Default” (or similar event, however denominated) as defined in any Secured Document.

“Governmental Authority” means any federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body.

“Grantor” means (a) each Pulitzer Entity and (b) any other Person (other than a Lee Entity) in which the Borrower or any other Pulitzer Entity holds an ownership interest, in each case (a) through (b), that is, at any time of determination, a party to any Pulitzer First Priority Security Document or Pulitzer Second Priority Security Document.

“Grantor Joinder Agreement” has the meaning assigned to such term in Section 9.13.

“Insolvency Proceeding” means (a) any voluntary or involuntary case or proceeding under the Bankruptcy Code with respect to the Borrower or any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to the Borrower or any Grantor or with respect to a material portion of its respective assets, (c) any liquidation, dissolution, reorganization or winding up of the Borrower or any Grantor, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of the Borrower or any Grantor.

“Lee Entity” means the Borrower and its subsidiaries other than any of the Pulitzer Entities.

“Lee First Lien Credit Agreement” means the First Lien Credit Agreement dated as of March 31, 2014, by and among the Borrower, the lenders party thereto in their capacities as lenders thereunder and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, as amended in accordance with the terms of this Agreement and the Secured Documents and including any Replacement Second Priority Agreement in respect of the foregoing. For the avoidance of doubt, to the extent any portion of any indebtedness (including, the Revolving Facility and/or the Term Facility) under the Lee First Lien Credit Agreement in effect as of the date hereof is replaced, consolidated, restructured or refinanced in whole or in part under one or more separate agreements, successor agreements or replacement agreements, all such agreements for purposes of this Agreement shall be deemed a “Lee First Lien Credit Agreement”.

“Lee Second Lien Loan Agreement” has the meaning assigned to such term in the recitals.

“Lien” means, with respect to any asset, any mortgage, lien (statutory or otherwise), pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset, in each case in the nature of security, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof or sale/leaseback, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

“Notes” has the meaning assigned to such term in the recitals.

“Notes Collateral Agent” has the meaning ascribed to such term in the preamble.

“Notes Indenture” has the meaning assigned to such term in the recitals.

“Notes Trustee” has the meaning assigned to such term in the recitals.

“Pari Passu Agent” has the meaning ascribed to such term in the preamble.

“Pari Passu Collateral Agent” has the meaning ascribed to such term in the preamble.

“Pari Passu Facility” means the Term Loan Facility (as defined in the Lee First Lien Credit Agreement) under the Lee First Lien Credit Agreement dated as of March 31, 2014, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder (whether or not with the original administrative agent, holders, lenders, investors, underwriters, agents or other parties), including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof.

“Person” means any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision hereof or any other entity.

“Post-Petition Interest” means in respect of any indebtedness (a) all interest accrued or accruing, or which would accrue, absent commencement of an Insolvency Proceeding (and the effect of provisions such as Section 502(b)(2) of the Bankruptcy Code), on or after the commencement of an Insolvency Proceeding in accordance with the rate specified in the applicable agreement with respect to such indebtedness, whether or not the claim for such interest is allowed or allowable as a claim in such Insolvency Proceeding, and (b) any and all fees and expenses (including attorneys’ and/or financial consultants’ fees and expenses) incurred by the secured parties and payable by a Grantor under a Pulitzer First Priority Document in respect of such indebtedness on or after the commencement of an Insolvency Proceeding, whether or not the claim for fees and expenses is allowed or allowable under Section 502 or 506(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any similar federal, state or foreign law for the relief of debtors as a claim in such Insolvency Proceeding.

“Pulitzer Entities” has the meaning assigned to such term in the preamble.

“Pulitzer First Priority Agent” has the meaning ascribed to such term in the preamble.

“Pulitzer First Priority Agreement” means the collective reference to (a) the Lee Second Lien Loan Agreement (b) any Additional Pulitzer First Priority Agreement and (c) any Replacement Pulitzer First Priority Agreement. Except as otherwise expressly provided herein, any reference to the Pulitzer First Priority Agreement hereunder shall be deemed a reference to any Pulitzer First Priority Agreement then extant.

“Pulitzer First Priority Collateral” means all assets, whether now owned or hereafter acquired by any Grantor, in which a Lien is granted or purported to be granted to any Pulitzer First Priority Secured Party as security for any Pulitzer First Priority Obligation.

“Pulitzer First Priority Collateral Agent” has the meaning ascribed to such term in the preamble.

“Pulitzer First Priority Documents” means, collectively, the Pulitzer First Priority Agreement, each Pulitzer First Priority Security Document, and each Pulitzer First Priority Guarantee and each of the other agreements, documents, and instruments providing for or evidencing any other Pulitzer First Priority Obligation (including any intercreditor or joinder agreement among holders of Pulitzer First Priority Obligations), to the extent such are effective at the relevant time.

“Pulitzer First Priority Guarantees” means any guarantee by any Grantor of any or all of the Pulitzer First Priority Obligations.

“Pulitzer First Priority Lien” means any Lien on any asset of any Grantor created by the Pulitzer First Priority Security Documents.

“Pulitzer First Priority Obligations” mean (a) all “Obligations” under, and as defined in, the Pulitzer First Priority Security Documents and (b) with respect to each other Pulitzer First Priority Agreement (i) all principal of, and interest (including without limitation any Post-Petition Interest) and premium (if any) on, all loans made or other indebtedness (contingent or otherwise) of any Loan Party issued or incurred pursuant to the Pulitzer First Priority Agreement,

(ii) all guarantee obligations of, or fees, expenses and other amounts payable by any Grantor from time to time pursuant to the Pulitzer First Priority Security Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding. To the extent any payment with respect to any Pulitzer First Priority Obligation (whether by or on behalf of any Grantor, as proceeds of security, enforcement of any right of setoff or otherwise) is declared to be a fraudulent conveyance or a preference in any respect, set aside or required to be paid to a debtor in possession, any Pulitzer Second Priority Secured Party, receiver or similar Person, then the obligation or part thereof originally intended to be satisfied shall, for the purposes of this Agreement and the rights and obligations of the Pulitzer First Priority Secured Parties and the Pulitzer Second Priority Secured Parties, be deemed to be reinstated and outstanding as if such payment had not occurred.

Notwithstanding the foregoing contained in this defined term of Pulitzer First Priority Obligations, if the principal amount outstanding under the Pulitzer First Priority Documents (such amount, the "Pulitzer First Priority Outstanding Amount") exceeds the Pulitzer Maximum First Priority Amount, then only that portion of the Pulitzer First Priority Outstanding Amount equal to the Pulitzer Maximum First Priority Amount shall be Pulitzer First Priority Obligations and interest with respect to the Pulitzer First Priority Outstanding Amount shall only constitute Pulitzer First Priority Obligations to the extent related to the Pulitzer First Priority Outstanding Amount.

"Pulitzer First Priority Representative" means, at the time of determination, the Collateral Agent for the applicable First Lien Obligations. On the date hereof, the Pulitzer First Priority Representative is the Pulitzer First Priority Agent.

"Pulitzer First Priority Secured Parties" means, collectively, the Pulitzer First Priority Agent, the Pulitzer First Priority Collateral Agent, the Pulitzer First Priority Representative and any other holders of Pulitzer First Priority Obligations in such capacity.

"Pulitzer First Priority Security Documents" means the "Security Documents" as defined in the Lee Second Lien Loan Agreement and any other documents that are designated under any Pulitzer First Priority Agreement as "Pulitzer First Priority Security Documents" for purposes of this Agreement, in each case solely to the extent they relate to the Grantors (and not, for the avoidance of doubt, to the extent they relate to any Lee Entities, if applicable).

"Pulitzer Maximum First Priority Amount" shall mean \$150.0 million, less the aggregate amount of any payments of principal of Pulitzer First Priority Obligations (other than to the extent such payment constitutes a refinancing in full of such principal), plus the aggregate amount of premium and interest payable in respect of the foregoing.

"Pulitzer Pari Passu Intercreditor Agreement" has the meaning set forth in Section 9.1 hereof.

"Pulitzer Second Priority Agents" means, collectively, the Revolving Agent, the Revolving Collateral Agent, the Pari Passu Agent, the Pari Passu Collateral Agent, the Trustee, and the Notes Collateral Agent, as applicable.

“Pulitzer Second Priority Agreement” means the collective reference to (a) the Lee First Lien Credit Agreement, (b) the Notes Indenture, (c) any Additional First Priority Agreement and (e) any Replacement First Priority Agreement. Except as otherwise expressly provided herein, any reference to the Pulitzer Second Priority Agreement hereunder shall be deemed a reference to the applicable Pulitzer Second Priority Agreement then extant.

“Pulitzer Second Priority Collateral” means all assets, whether now owned or hereafter acquired by the Borrower or any other Grantor, in which a Lien is granted or purported to be granted to any Pulitzer Second Priority Secured Party as security for any Pulitzer Second Priority Obligations.

“Pulitzer Second Priority Collateral Agent” has the meaning ascribed to such term in the preamble.

“Pulitzer Second Priority Guarantee” means any guarantee by any Grantor of any or all of the Pulitzer Second Priority Obligations.

“Pulitzer Second Priority Documents” means, collectively, the Pulitzer Second Priority Agreement, each Pulitzer Second Priority Security Document, and each Pulitzer Second Priority Guarantee and each of the other agreements, documents, and instruments providing for or evidencing any other Pulitzer Second Priority Obligation and any other document or instrument executed or delivered at any time in connection with any Pulitzer Second Priority Obligation (including any intercreditor or joinder agreement among holders of Pulitzer Second Priority Obligations), to the extent such are effective at the relevant time.

“Pulitzer Second Priority Lien” means any Lien on any asset of any Grantor created by the Pulitzer Second Priority Security Documents.

“Pulitzer Second Priority Obligations” means (a) all “Obligations” under, and as defined in, the Pulitzer Second Priority Security Documents and (b) with respect to each other Pulitzer Second Priority Agreement (i) all principal of, and interest and premium (if any) on, all loans made or other indebtedness (contingent or otherwise) of any Grantor issued or incurred pursuant to the Pulitzer Second Priority Agreement, and (ii) all guarantee obligations of, or fees, expenses and other amounts payable by any Grantor from time to time pursuant to the Pulitzer Second Priority Security Documents, in each case whether or not allowed or allowable in an Insolvency Proceeding.

“Pulitzer Second Priority Representative” “ means, at the time of determination, the Collateral Agent for the applicable Pulitzer Second Lien Obligations that has the right to exercise rights and remedies pursuant to the Pulitzer Pari Passu Intercreditor Agreement at such time. On the date hereof, the Pulitzer Second Priority Representative is the Revolving Agent.

“Pulitzer Second Priority Secured Parties” means, collectively, the Revolving Agent, the Pari Passu Agent, the Notes Trustee, the Pulitzer Second Priority Collateral Agents, the Pulitzer Second Priority Representative and any other holders of Pulitzer Second Priority Obligations in such capacity.

“Pulitzer Second Priority Security Documents” means the Security Documents (as defined in the Lee First Lien Credit Agreement) and any other documents that are designated under any Pulitzer Second Priority Agreement as “Pulitzer Second Priority Security Documents” for purposes of this Agreement, in each case solely to the extent they relate to the Grantors (and not, for the avoidance of doubt, to the extent they relate to any Lee Entities, if applicable).

“Purchase” has the meaning set forth in Section 3.5(b).

“Purchase Notice” has the meaning set forth in Section 3.5(a).

“Purchase Price” has the meaning set forth in Section 3.5(c).

“Purchasing Parties” has the meaning set forth in Section 3.5(b).

“Recovery” has the meaning assigned to such term in Section 5.5.

“Replacement Agreement” means as to any Pulitzer First Priority Agreement or Pulitzer Second Priority Agreement then extant, any other credit agreement, loan agreement, note agreement, promissory note, indenture or other similar agreement or instrument evidencing or governing the terms of any indebtedness or other financial accommodation that has been incurred to extend, replace or refinance in whole or in part the indebtedness and other obligations outstanding under such Pulitzer First Priority Agreement or Pulitzer Second Priority Agreement, as applicable,

“Replacement Pulitzer First Priority Agreement” means, at any time, a Replacement Agreement with respect to any Pulitzer First Priority Agreement then extant unless such agreement or instrument expressly provides that it is not intended to be and is not a Pulitzer First Priority Agreement hereunder; provided that the collateral agent for any such Replacement Agreement becomes a party hereto by executing and delivering a Joinder Agreement.

“Replacement Pulitzer Second Priority Agreement” means, at any time, a Replacement Agreement with respect to any Pulitzer Second Priority Agreement then extant unless such agreement or instrument expressly provides that it is not intended to be and is not a Pulitzer Second Priority Agreement hereunder; provided that the collateral agent for any such Replacement Agreement becomes a party hereto by executing and delivering a Joinder Agreement.

“Revolving Agent” has the meaning ascribed to such term in the preamble.

“Revolving Collateral Agent” has the meaning ascribed to such term in the preamble.

“Revolving Credit Facility” means the Revolving Facility under, and as defined in, the Lee First Lien Credit Agreement.

“Secured Documents” means Pulitzer First Priority Documents and Pulitzer Second Priority Documents.

“Secured Parties” means the Pulitzer First Priority Secured Parties and the Pulitzer Second Priority Secured Parties.

“Standstill Period” has the meaning set forth in Section 3.1(a).

“Surviving Obligations” has the meaning set forth in Section 3.5(b).

“Uniform Commercial Code” means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction.

1.2 Amended Agreements. All references in this Agreement to agreements or other contractual obligations shall, unless otherwise specified, be deemed to refer to such agreements or contractual obligations as amended, amended and restated, supplemented, restated or otherwise modified from time to time in accordance with the terms of this Agreement, if applicable.

1.3 Terms Generally. The definitions in this Section 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 Sections shall be deemed references to Sections of this Agreement unless the context shall otherwise require.

Section 2. Lien Priorities.

2.1 Subordination of Liens.

(a) Any and all Liens on assets or on the Common Collateral now existing or hereafter created or arising in favor of any Pulitzer Second Priority Secured Party securing the Pulitzer Second Priority Obligations, regardless of how acquired, whether by grant, statute, operation of law, judgment rendered in any judicial proceeding, subrogation or otherwise, are expressly junior in priority, operation and effect to any and all Liens now existing or hereafter created or arising in favor of the Pulitzer First Priority Secured Parties securing the Pulitzer First Priority Obligations, notwithstanding (i) anything to the contrary contained in any agreement or filing to which any Pulitzer Second Priority Secured Party may now or hereafter be a party, and regardless of the time, order or method of grant, attachment, recording or perfection of any financing statements or other security interests, assignments, pledges, deeds, mortgages and other Liens, charges or encumbrances or any defect or deficiency or alleged defect or deficiency in any of the foregoing, (ii) any provision of the Uniform Commercial Code or any other applicable law or any Pulitzer First Priority Document or Pulitzer Second Priority Document or any other circumstance whatsoever and (iii) the fact that any such Liens in favor of any Pulitzer First Priority Secured Party securing any of the Pulitzer First Priority Obligations are (x) subordinated to any Lien securing any obligation of any Grantor other than the Pulitzer Second Priority Obligations or (y) otherwise subordinated, voided, avoided, invalidated or lapsed.

(b) The Pulitzer First Priority Secured Parties acknowledge and agree that the Pulitzer Second Priority Secured Parties have been granted Liens upon all of the Common Collateral, and the Pulitzer First Priority Secured Parties hereby consent thereto. The subordination of all Liens

of any Pulitzer Second Priority Secured Party on assets or Common Collateral of the Grantors by the Pulitzer Second Priority Secured Parties in favor of the Pulitzer First Priority Liens on such assets or Common Collateral shall not be deemed to subordinate any Liens of the Pulitzer Second Priority Secured Parties to any Liens other than (x) the Pulitzer First Priority Liens on such assets or Common Collateral securing the Pulitzer First Priority Obligations and (y) Liens that are permitted under the Pulitzer First Priority Documents and the Pulitzer Second Priority Documents to be senior to the Pulitzer First Priority Liens and the Pulitzer Second Priority Liens.

2.2 Nature of Pulitzer First Priority Obligations. The Pulitzer Second Priority Secured Parties acknowledge that a portion of the Pulitzer First Priority Obligations represents debt that is revolving in nature and that the amount thereof that may be outstanding at any time or from time to time may be increased or reduced and subsequently reborrowed, and that, without limitation of any provision of the Pulitzer Second Priority Agreement to the contrary, the terms of the Pulitzer First Priority Obligations may be modified, extended or amended from time to time, and that the aggregate amount of the Pulitzer First Priority Obligations may be increased, replaced or refinanced, in each event, without notice to or consent by the Pulitzer Second Priority Secured Parties and without affecting the provisions hereof. The lien priorities provided in Section 2.1 shall not be altered or otherwise affected by any such amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of the Pulitzer First Priority Obligations, or any portion thereof, or by any amendment, modification, supplement, extension, repayment, reborrowing, increase, replacement, renewal, restatement or refinancing of the Pulitzer First Priority Obligations, or any portion thereof.

2.3 Agreements Regarding Actions to Perfect Liens.

(a) The Pulitzer Second Priority Secured Parties agree that, solely with respect to Common Collateral, all Pulitzer Second Priority Security Documents that are publicly filed (excluding any UCC financing statements) shall contain the following notation: “The lien and security interest created by this agreement on the property of the Pulitzer Entities described herein is junior and subordinate, in accordance with the provisions of the Pulitzer Junior Intercreditor Agreement dated as of June 25, 2015, among the collateral agents named therein, Lee Enterprises, Incorporated, and the other Grantors referred to therein, among others, as amended from time to time, to the Pulitzer First Priority Lien referred to therein in such property.”

(b) The Pulitzer First Priority Collateral Agents hereby agree that, to the extent that they hold a Lien on any Common Collateral that can be perfected by the possession or control of such Common Collateral or of any deposit, securities or other account in which such Common Collateral is held, and if such Common Collateral or any such account is in fact in the possession or under the control of such Pulitzer First Priority Collateral Agent (such Common Collateral being referred to herein as the “Controlled Common Collateral”), such Pulitzer First Priority Collateral Agent shall, solely for the purpose of perfecting the Liens of any other Collateral Agent granted on such Common Collateral under any Secured Documents and subject to the terms and conditions of this Section, also hold such Controlled Common Collateral as gratuitous bailee and sub-agent for each such other Collateral Agent (any such Collateral Agent holding any Controlled Shared Collateral as gratuitous bailee and sub-agent being referred to herein as the “Bailee Collateral Agent”). In furtherance of the foregoing, each other Collateral Agent appoints

each Bailee Collateral Agent (and each Bailee Collateral Agent accepts such appointment) as such Collateral Agent's gratuitous bailee and sub-agent hereunder with respect to any Controlled Common Collateral that such Bailee Collateral Agent possesses or controls at any time solely for the purpose of perfecting a Lien on such Controlled Common Collateral. It is further understood and agreed that as of the date hereof, the Pulitzer First Priority Representative shall be the Bailee Collateral Agent and be granted possession of all possessory Controlled Shared Collateral.

2.4 No New Liens. So long as the Discharge of Pulitzer First Priority Obligations has not occurred, whether or not an Insolvency Proceeding has been commenced by or against any Grantor, the parties hereto agree that (a) there shall be no Lien, and no Grantor shall have any right to create any Lien, on any assets of any Grantor securing any Pulitzer Second Priority Obligations if these same assets are not subject to, and do not become subject to, a Lien securing the Pulitzer First Priority Obligations and (b) there shall be no Lien, and no Grantor shall have any right to create any Lien, on any assets of any Grantor securing any Pulitzer First Priority Obligations if these same assets are not subject to, and do not become subject to, a Lien securing the Pulitzer Second Priority Obligations. To the extent that the foregoing provisions are not complied with for any reason, without limiting any other rights and remedies available to the Pulitzer First Priority Secured Parties and the Pulitzer Second Priority agree that any amounts received by or distributed to any of them pursuant to or as a result of Liens granted in contravention of this Section 2.4 shall be subject to Section 4.1.

2.5 Prohibition on Contesting Liens. Each of the Pulitzer Second Priority Secured Parties and each of the Pulitzer First Priority Secured Parties, agrees that it will not (and hereby waives any right to) object to or contest or support any other Person in objecting to or contesting, in any proceeding (including without limitation, any Insolvency Proceeding), the validity, extent, perfection, priority or enforceability of any Lien held by or on behalf of any of the Pulitzer First Priority Secured Parties in the Pulitzer First Priority Collateral or by or on behalf of any of the Pulitzer Second Priority Secured Parties in the Pulitzer Second Priority Collateral, as the case may be, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any Pulitzer First Priority Secured Party or any Pulitzer Second Priority Secured Party to enforce this Agreement, including the provisions of this Agreement relating to the priority and exclusive enforcement of the Liens securing the Pulitzer First Priority Obligations as provided in Sections 2.1 and 3.1. Notwithstanding any failure by any Pulitzer First Priority Secured Party or Pulitzer Second Priority Secured Party to perfect its Liens on the Common Collateral or any avoidance, invalidation or subordination by any third party or court of competent jurisdiction of the Liens on the Common Collateral granted to the Pulitzer First Priority Secured Parties or the Pulitzer Second Priority Secured Parties, the priority and rights as between the Pulitzer First Priority Secured Parties and the Pulitzer Second Priority Secured Parties with respect to the Common Collateral shall be as set forth herein.

Section 3. Enforcement Rights.

3.1 Exclusive Enforcement.

(a) At any time prior to the Discharge of Pulitzer First Priority Obligations, whether or not an Insolvency Proceeding has been commenced by or against the Borrower or any Grantor, the Pulitzer First Priority Representative on behalf of the Pulitzer First Priority Secured

Parties shall have the exclusive right to exercise any right or remedy with respect to the Common Collateral and will also have the exclusive right to determine the time and method and place for exercising such right or remedy or conducting any proceeding with respect thereto. So long as the Discharge of Pulitzer First Priority Obligations has not occurred, whether or not an Insolvency Proceeding has been commenced by or against the Borrower or any Grantor, no Pulitzer Second Priority Secured Party will be permitted to commence or maintain an enforcement action with respect to any Common Collateral; provided that the Pulitzer Second Priority Representative may commence an enforcement action after the passage of 150 days after the earlier of (x) the date on which the Pulitzer Second Priority Obligations shall have become due and payable by acceleration upon the occurrence and during the continuance of an Event of Default under and in accordance with the applicable Pulitzer Second Priority Documents and (y) the date on which the Pulitzer First Priority Representative received notice from the applicable Pulitzer Second Priority Agent, or such other agent or collateral agent or trustee of Pulitzer Second Priority Obligations of any such Person's intention to exercise any rights or remedies with respect to any Pulitzer Second Priority Collateral after the occurrence and during the continuance of an Event of Default under the Pulitzer Second Priority Documents (the "Standstill Period"); provided, however, that if the Pulitzer First Priority Representative or any Pulitzer First Priority Collateral Agent on behalf of any Pulitzer First Priority Obligations shall have commenced and be diligently pursuing in good faith an Enforcement Action with respect to the Common Collateral, the Pulitzer Second Priority Representative, the applicable Pulitzer Second Priority Agent, or any agent or collateral agent or trustee of any Pulitzer Second Priority Obligations shall not commence or continue an Enforcement Action. The Pulitzer First Priority Secured Parties are under no obligation to consult with any Pulitzer Second Priority Secured Party at any time prior to or when exercising their rights and remedies with respect to the Common Collateral.

(b) Until the Discharge of the Pulitzer First Priority Obligations has occurred, whether or not an Insolvency Proceeding has been commenced by or against the Borrower or any Grantor, subject to Section 3.1(a), the First Lien Representative shall have the exclusive right to enforce rights, exercise remedies and make determinations regarding the release with respect to the Common Collateral without the consent of the Pulitzer Second Priority Secured Parties; provided that the Lien securing the Pulitzer Second Priority Obligations shall remain on the proceeds of such Common Collateral released subject to the relative priorities set forth in this Agreement. In exercising rights and remedies with respect to the Common Collateral, the Pulitzer First Priority Representative may enforce the provisions of the Pulitzer First Priority Documents and exercise remedies thereunder, all in such order in such manner as it may determine in the exercise of its sole discretion.

Notwithstanding the foregoing contained in this Section 3.1, the Pulitzer Second Priority Secured Parties may:

(1) take any action (not adverse to the priority status of the Pulitzer First Priority Liens on the Common Collateral, or the rights of any Pulitzer First Priority Secured Parties to exercise remedies in respect thereof or the agreements set forth in Section 2) in order to create, perfect, preserve or protect the Pulitzer Second Priority Liens on the Common Collateral;

(2) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the Pulitzer Second Priority Secured Parties, including any claims secured by the Common Collateral, if any, in each case in a manner that is not inconsistent with, or in contravention of, the express terms of this Agreement;

(3) file any pleadings, objections, motions or agreements or take any positions that assert rights or interests available to unsecured creditors of the Grantors arising under either any Insolvency Proceeding or applicable non-bankruptcy law, in each case in a manner that is not inconsistent with, or in contravention of, the express terms of this Agreement;

(4) vote on any plan of reorganization, file any proof of claim or statement of interest, make other filings and make any arguments and motions that are, in each case, not inconsistent with, or in contravention of, the express terms of this Agreement;

(5) exercise any of its rights or remedies with respect to the Common Collateral after the termination of the Standstill Period to the extent permitted by this Section 3.1;

(6) present a cash or credit bid (in the case of any such credit bid, so long as such bid provides for the Discharge of Pulitzer First Priority Obligations) at any section 363 hearing or with respect to any other Common Collateral disposition; and

(7) bid for or purchase Common Collateral at any private or judicial foreclosure upon such Common Collateral initiated by any of the Pulitzer First Priority Secured Parties.

3.2 Judgment Creditors. In the event that any Pulitzer Second Priority Secured Party becomes a judgment lien creditor as a result of its enforcement of its rights as an unsecured creditor, such judgment lien shall be subject to the terms of this Agreement for all purposes (including in relation to the Pulitzer First Priority Liens and the Pulitzer First Priority Obligations) to the same extent as all other Pulitzer Second Priority Liens securing the Pulitzer Second Priority Obligations are subject to the terms of this Agreement.

3.3 No Additional Rights For the Grantors Hereunder. Except as provided in Section 3.4, if any Pulitzer First Priority Secured Party or Pulitzer Second Priority Secured Party shall enforce its rights or remedies in violation of the terms of this Agreement, no Grantor shall be entitled to use such violation as a defense to any action by any Pulitzer First Priority Secured Party or Pulitzer Second Priority Secured Party, or to assert such violation as a counterclaim or basis for set off or recoupment against any Pulitzer First Priority Secured Party or Pulitzer Second Priority Secured Party.

3.4 Actions Upon Breach.

(a) If any Pulitzer Second Priority Secured Party, contrary to this Agreement, commences or participates in any Enforcement Action or other action or proceeding against the Common Collateral in contravention of this Agreement, the related Grantor, with the prior written consent of the Pulitzer First Priority Representative, may interpose as a defense or dilatory plea the making of this Agreement, and any Pulitzer First Priority Secured Party may intervene and interpose such defense or plea in its or their name or in the name of such Grantor.

(b) Should any Pulitzer Second Priority Secured Party, contrary to this Agreement, in any way take, attempt to take or threaten to take any Enforcement Action with respect to the Common Collateral (including any attempt to realize upon or enforce any remedy with respect to this Agreement), or take any other action in violation of this Agreement, or fail to take any action required by this Agreement, this Agreement shall create an irrebuttable presumption and admission by such Pulitzer Second Priority Secured Party that any Pulitzer First Priority Secured Party (in its own name or in the name of the relevant Grantor) or the relevant Grantor may obtain relief against such Pulitzer Second Priority Secured Party by injunction, specific performance and/or other appropriate equitable relief, it being understood and agreed by the Pulitzer Second Priority Representative on behalf of each Pulitzer Second Priority Secured Party that (i) the Pulitzer First Priority Secured Parties' damages from such actions of any Pulitzer Second Priority Secured Party may at that time be difficult to ascertain and may be irreparable and the harm to the Pulitzer First Priority Secured Parties may not be adequately compensated in damages and (ii) each Pulitzer Second Priority Secured Party waives any defense that the Borrower, the other Grantors and/or the Pulitzer First Priority Secured Parties cannot demonstrate damage and/or be made whole by the awarding of damages.

3.5 Option to Purchase.

(a) The Pulitzer First Priority Representative agrees that it will give the Pulitzer Second Priority Representative written notice (the "Enforcement Notice") within five business days after commencing any Enforcement Action with respect to Common Collateral or the institution of any Insolvency Proceeding (which notice shall be effective for all Enforcement Actions taken after the date of such notice so long as the Pulitzer First Priority Representative is diligently pursuing in good faith the exercise of its default or enforcement rights or remedies against, or diligently attempting in good faith to vacate any stay of enforcement rights of its Liens on the Common Collateral, including, without limitation, all Enforcement Actions identified in such Enforcement Notice). Following the commencement of an Enforcement Action or the institution of any Insolvency Proceeding, any Pulitzer Second Priority Secured Party shall have the option, by irrevocable written notice (the "Purchase Notice") delivered by the Pulitzer Second Priority Representative to the Pulitzer First Priority Representative no later than five business days after receipt by the Pulitzer Second Priority Representative of the Enforcement Notice, to purchase all of the outstanding Pulitzer First Priority Obligations from the Pulitzer First Priority Secured Parties. If the Pulitzer Second Priority Representative delivers the Purchase Notice, the Pulitzer First Priority Representative shall terminate any existing Enforcement Actions, and shall not take any further Enforcement Actions, provided that the Purchase (as defined below) shall have been consummated on the date specified in the Purchase Notice in accordance with this Section 3.5.

(b) On the date specified by the Pulitzer Second Priority Representative in the Purchase Notice (which shall be a business day not less than five business days, nor more than ten business days, after receipt by the Pulitzer First Priority Representative of the Purchase

Notice), the Pulitzer First Priority Secured Parties shall, subject to any required approval of any court or other governmental authority then in effect, sell to the Pulitzer Second Priority Secured Parties electing to purchase pursuant to Section 3.5(a) (the "Purchasing Parties"), and the Purchasing Parties shall purchase (the "Purchase") from the Pulitzer First Priority Secured Parties, the outstanding Pulitzer First Priority Obligations; provided that the Pulitzer First Priority Obligations purchased shall not include any rights of the Pulitzer First Priority Secured Parties with respect to indemnification and other obligations of the Borrower or any Grantor that own Common Collateral under the Pulitzer First Priority Documents that are expressly stated to survive the termination of the Pulitzer First Priority Documents (the "Surviving Obligations").

(c) Without limiting the obligations of the Borrower and the Grantors that own Common Collateral under the Pulitzer First Priority Documents to the Pulitzer First Priority Secured Parties with respect to the Surviving Obligations (which shall not be transferred in connection with the Purchase), on the date of the Purchase, the Purchasing Parties shall (i) pay to the Pulitzer First Priority Secured Parties as the purchase price (the "Purchase Price") therefore the full amount of all Pulitzer First Priority Obligations then outstanding and unpaid (including principal, interest (including, to the extent applicable, interest at the default rate), Post-Petition Interest, fees, breakage costs, attorneys' fees and expenses, and (ii) agree to reimburse the Pulitzer First Priority Secured Parties for any loss, cost, damage or expense (including attorneys' fees and expenses) in connection with any fees, costs or expenses related to any checks or other payments provisionally credited to the Pulitzer First Priority Obligations and/or as to which the Pulitzer First Priority Secured Parties have not yet received final payment and (iv) agree, after written request from the Pulitzer First Priority Representative, to reimburse the Pulitzer First Priority Secured Parties in respect of indemnification obligations of the Borrower or Grantors that own Common Collateral under the Pulitzer First Priority Documents as to matters or circumstances known to the Pulitzer First Priority Secured Parties at the time of the Purchase which could reasonably be expected to result in any loss, cost, damage or expense to any of the Pulitzer First Priority Secured Parties, provided that in no event shall any Purchasing Party have any liability for such amounts in excess of proceeds of Common Collateral received by the Purchasing Parties.

(d) The Purchase Price shall be remitted by wire transfer in immediately available funds to such account of the Pulitzer First Priority Representative as it shall designate to the Purchasing Parties. The Pulitzer First Priority Representative shall, promptly following its receipt thereof, distribute the amounts received by it in respect of the Purchase Price to the Pulitzer First Priority Secured Parties in accordance with the provisions of the Pulitzer Pari Passu Intercreditor Agreement. Interest shall be calculated to but excluding the day on which the Purchase occurs if the amounts so paid by the Purchasing Parties to the account designated by the Pulitzer First Priority Representative are received in such account prior to 12:00 Noon, New York City time, and interest shall be calculated to, and including such day if the amounts so paid by the Purchasing Parties to the account designated by the Pulitzer First Priority Representative are received in such account later than 12:00 Noon, New York City time.

(e) The Purchase shall be made without representation or warranty of any kind by the Pulitzer First Priority Secured Parties as to the Pulitzer First Priority Obligations, the Common Collateral or otherwise and without recourse to the Pulitzer First Priority Secured Parties, except that the Pulitzer First Priority Secured Parties shall represent and warrant: (i) the amount of the

Pulitzer First Priority Obligations being purchased, (ii) that the Pulitzer First Priority Secured Parties own the Pulitzer First Priority Obligations free and clear of any liens or encumbrances and (iii) that the Pulitzer First Priority Secured Parties have the right to assign the Pulitzer First Priority Obligations and the assignment is duly authorized.

3.6 Pulitzer Second Priority Interest, Principal, Etc. Nothing in this Agreement shall prohibit the receipt by any Pulitzer Second Priority Secured Party of payments (including in cash) of interest, principal and other amounts owed in respect of the Pulitzer Second Priority Obligations unless such receipt is (x) the direct or indirect result of the exercise by any Pulitzer Second Priority Secured Party of rights or remedies with respect to, or enforcement of, any Pulitzer Second Priority Lien on Common Collateral, which exercise or enforcement is inconsistent with, or in contravention of, the express terms of this Agreement or (y) from the proceeds of an Enforcement Action required to be applied in accordance with Section 4.1 below; provided that, for the avoidance of doubt, nothing in this paragraph impairs or otherwise adversely affects any rights or remedies the Pulitzer First Priority Secured Parties may have with respect to the Common Collateral, including without limitation, Section 6.

Section 4. Application Of Proceeds Of Common Collateral; Dispositions And Releases Of Common Collateral; Inspection and Insurance.

4.1 Application of Proceeds; Turnover Provisions. All proceeds of Common Collateral (including any interest earned thereon) resulting from the sale, collection or other disposition of Common Collateral pursuant to any Enforcement Action or that occurs after any Event of Default, whether or not pursuant to an Insolvency Proceeding, or during the pendency of any Insolvency Proceeding shall be distributed as follows: first to the Pulitzer First Priority Representative for application to the Pulitzer First Priority Obligations in accordance with the terms of the Pulitzer Pari Passu Intercreditor Agreement and the Pulitzer First Priority Documents until the Discharge of the Pulitzer First Priority Obligations has occurred and thereafter, to the Pulitzer Second Priority Representative for application in accordance with the terms of the Pulitzer Second Priority Documents and thereafter, after payment in full of all the Pulitzer First Priority Obligations and Pulitzer Second Priority Obligations, to the Borrower and the other Grantors or their successors and assigns, as their interest may appear, or as a court of competent jurisdiction may direct. Until the Discharge of the Pulitzer First Priority Obligations has occurred, any Common Collateral, including any Common Collateral constituting proceeds, that may be received by any Pulitzer Second Priority Secured Party in violation of this Agreement shall be segregated and held in trust and promptly paid over to the Pulitzer First Priority Representative, for the benefit of the Pulitzer First Priority Secured Parties, in the same form as received, with any necessary endorsements, and each Pulitzer Second Priority Secured Party hereby authorizes the Pulitzer First Priority Representative to make any such endorsements as agent for the Pulitzer Second Priority Representative (which authorization, being coupled with an interest, is irrevocable).

4.2 Releases of Pulitzer Second Priority Lien.

(a) Upon (i) any sale or other disposition of any Common Collateral permitted pursuant to the terms of the Pulitzer First Priority Documents that results in the release of the Pulitzer First Priority Lien on such Common Collateral (including any sale or other disposition

pursuant to any Enforcement Action) or (ii) any other release of Common Collateral from the Lien under the Pulitzer First Priority Security Documents that is permitted pursuant to the terms of the Pulitzer First Priority Documents, the Pulitzer Second Priority Lien on such Common Collateral (excluding any portion of the proceeds of such Common Collateral remaining after the Discharge of the Pulitzer First Priority Obligations occurs) shall be automatically and unconditionally released with no further consent or action of any Person. The Pulitzer Second Priority Representative shall promptly execute and deliver such release documents and instruments and shall take such further actions as the Pulitzer First Priority Representative shall reasonably request in writing to evidence any release of the Pulitzer Second Priority Lien described in this paragraph (a) of this Section 4.2. The Pulitzer Second Priority Representative hereby appoints the Pulitzer First Priority Representative and any officer or duly authorized person of the Pulitzer First Priority Representative, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power of attorney in the place and stead of the Pulitzer Second Priority Representative and in the name of the Pulitzer Second Priority Representative or in the Pulitzer First Priority Representative's own name, from time to time, in the Pulitzer First Priority Representative's sole discretion, for the purposes of carrying out the terms of this Section 4.2, to take any and all appropriate action and to execute and deliver any and all documents and instruments as may be necessary or desirable to accomplish the purposes of this Section 4.2, including any financing statements, endorsements, assignments, releases or other documents or instruments of transfer (which appointment, being coupled with an interest, is irrevocable).

4.3 Inspection Rights and Insurance.

(a) Any Pulitzer First Priority Secured Party and its representatives and invitees may at any time, to the extent permitted under the Pulitzer First Priority Documents, inspect, repossess, remove and otherwise deal with the Common Collateral, and the Pulitzer First Priority Representative may advertise and conduct public auctions or private sales of the Common Collateral, in each case without notice to, the involvement of or interference by any Pulitzer Second Priority Secured Party or liability to any Pulitzer Second Priority Secured Party.

(b) Until the Discharge of Pulitzer First Priority Obligations has occurred, the Pulitzer First Priority Representative will have the sole and exclusive right (i) to be named as additional insured and loss payee under any insurance policies maintained from time to time by the Borrower or any Grantor (except that the Pulitzer Second Priority Representative shall have the right to be named as additional insured and loss payee so long as its second lien status is identified in a manner satisfactory to the Pulitzer First Priority Representative), (ii) to adjust or settle any insurance policy or claim covering the Common Collateral in the event of any loss thereunder, (iii) to approve any award granted in any condemnation or similar proceeding affecting the Common Collateral and (iv) to apply the proceeds of any insurance or condemnation award to the Pulitzer First Priority Obligations in accordance with the Pulitzer First Priority Documents.

Section 5. Insolvency Proceedings.

5.1 Filing of Motions. Until the Discharge of Pulitzer First Priority Obligations has occurred, the Pulitzer Second Priority Secured Parties agree that no Pulitzer Second Priority Secured Party shall, in or in connection with any Insolvency Proceeding, file any pleadings or motions, take any position at any hearing or proceeding of any nature, or otherwise take any action whatsoever, in each case in respect of any of the Common Collateral, including, without limitation, with respect to the determination of any Liens or claims held by the Pulitzer First Priority Representative (including the validity and enforceability thereof) or any other Pulitzer First Priority Secured Party or the value of any claims of such parties under Section 506(a) of the Bankruptcy Code or otherwise; provided that the Pulitzer Second Priority Representative may file a proof of claim in an Insolvency Proceeding, subject to the limitations in this Agreement and only if consistent with the terms and the limitations on the Pulitzer Second Priority Representative imposed hereby.

5.2 Financing Matters. Until the Discharge of Pulitzer First Priority Obligations has occurred, if the Borrower or any Grantor becomes subject to any Insolvency Proceeding, and if the Pulitzer First Priority Representative desires to permit the use of cash collateral or to permit the Borrower or any Grantor obtaining financing under Section 363 or Section 364 of the Bankruptcy Code or any other similar provision in any Bankruptcy Law (“DIP Financing”), then the Pulitzer Second Priority Secured Parties (a) will be deemed to have consented to and will not object to such use of cash collateral or DIP Financing, (b) will not request or accept adequate protection or any other relief in connection with the use of such cash collateral or such DIP Financing except as set forth in Section 5.4, (c) to the extent the Liens securing the Pulitzer First Priority Obligations are subordinated or pari passu with such DIP Financing or any “carve out”, will subordinate (and will be deemed hereunder to have subordinated) the Pulitzer Second Priority Liens in the Common Collateral to such DIP Financing (and all obligations related thereto) on the same basis as they are subordinated to the Pulitzer First Priority Obligations and (d) will raise no objection to, and will not otherwise contest any motion for relief from the automatic stay or from any injunction against foreclosure or enforcement in respect of the Pulitzer First Priority Obligations made by the Pulitzer First Priority Representative or any Pulitzer First Priority Secured Party; provided that (A) such DIP Financing shall not, together with the Pulitzer First Priority Outstanding Amount, exceed the sum of the Pulitzer Maximum First Priority Amount, plus \$40,000,000, (B) the Pulitzer Second Priority Secured Parties shall retain the right to object to any ancillary agreements or arrangement regarding the use of cash collateral or the DIP Financing that are materially adverse to the Pulitzer Second Priority Secured Parties, (C) if obtained by the Pulitzer First Priority Secured Parties, the Pulitzer Second Priority Secured Parties shall have the right to seek adequate protection in the form of cash payments for fees and expenses only, (D) the Pulitzer Second Priority Secured Parties shall have the right to object to any DIP Financing that compels the Borrower or any Grantor to seek confirmation of a specific plan of reorganization for which all or substantially all of the material terms are set forth in the DIP Financing agreement and (E) the proposed cash collateral order or DIP Financing agreement does not expressly require the sale of all or substantially all of the Common Collateral prior to a default under such cash collateral order or such DIP Financing agreement.

5.3 Relief From the Automatic Stay. Until the Discharge of Pulitzer First Priority Obligations has occurred, the Pulitzer Second Priority Secured Parties will not seek relief from the automatic stay or from any other stay in any Insolvency Proceeding or take any action in derogation thereof, in each case in respect of any Common Collateral, without the prior written consent of the Pulitzer First Priority Representative.

5.4 Adequate Protection. Until the Discharge of Pulitzer First Priority Obligations has occurred, the Pulitzer Second Priority Secured Parties agree that none of them shall contest (or support any other Person contesting) (a) any request by the Pulitzer First Priority Representative or the other Pulitzer First Priority Secured Parties for adequate protection, (b) any objection by the Pulitzer First Priority Representative or any other Pulitzer First Priority Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (c) assert or support or enforce any claim for costs or expenses of preserving or disposing of any Collateral under Section 506(c) of the Bankruptcy Code or any similar provision of any other Bankruptcy Law. Notwithstanding the foregoing, in any Insolvency Proceeding, (i) if the Pulitzer First Priority Secured Parties are granted adequate protection in the form of additional collateral or superpriority claims in connection with any DIP Financing or use of cash collateral under Section 363 or 364 of the Bankruptcy Code or any similar Bankruptcy Law, then the Pulitzer Second Priority Representative (A) may seek or request adequate protection in the form of a replacement Lien on such additional collateral and superpriority claim, which Lien and superpriority claim is subordinated to the Liens securing and claims with respect to the Pulitzer First Priority Obligations and such DIP Financing (and all obligations relating thereto) on the same basis as the other Liens securing the Pulitzer Second Priority Obligations are so subordinated to the Liens securing the Pulitzer First Priority Obligations under this Agreement and (B) agrees that it will not seek or request, and will not accept, adequate protection in any other form, except if obtained by the Pulitzer First Priority Secured Parties, the Pulitzer Second Priority Secured Parties shall have the right to seek adequate protection in the form of cash payments for fees and expenses only, and (ii) in the event the Pulitzer Second Priority Representative seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral, then the Pulitzer Second Priority Representative and the Pulitzer Second Priority Secured Parties agree that the Pulitzer First Priority Secured Parties shall also be granted a senior Lien on such additional collateral as security for the applicable Pulitzer First Priority Obligations and any such DIP Financing and that any Lien on such additional collateral securing Pulitzer Second Priority Obligations shall be subordinated to the Liens on such collateral securing Pulitzer First Priority Obligations and any such DIP Financing (and all obligations relating thereto) and any other Liens granted to the holders of the Pulitzer First Priority Secured Parties as adequate protection on the same basis as the other Liens securing the Pulitzer Second Priority Obligations are so subordinated to such Liens securing the Pulitzer First Priority Obligations under this Agreement.

5.5 Avoidance Issues. If any Pulitzer First Priority Secured Party is required in any Insolvency Proceeding or otherwise to disgorge, turn over or otherwise pay to the bankruptcy trustee or the estate of any Borrower or Grantor, because such amount was avoided or ordered to be paid or disgorged for any reason, including because it was found to be a fraudulent or preferential transfer, any amount (a "Recovery"), whether received as proceeds of security, enforcement of any right of set-off or otherwise, then the Pulitzer First Priority Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such payment had not occurred and the Discharge of Pulitzer First Priority Obligations, if it shall otherwise have occurred, shall be deemed not to have occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto. The Pulitzer Second Priority Secured Parties agree that none of them shall be entitled to benefit from any avoidance action affecting or otherwise relating to any

distribution or allocation made on behalf of the Pulitzer First Priority Obligations in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of such avoidance action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

5.6 Asset Dispositions in an Insolvency Proceeding. In an Insolvency Proceeding, until the Discharge of Pulitzer First Priority Obligations has occurred, the Pulitzer Second Priority Secured Parts will not object to, and will not otherwise contest any order relating to a sale of assets of the Borrower or any Grantor for which the Pulitzer First Priority Representative has consented that provides, to the extent such sale is to be free and clear of Liens, that the Liens securing the Pulitzer First Priority Obligations and the Pulitzer Second Priority Obligations will attach to the proceeds of the sale on the same basis of priority as the existing Liens in accordance with this Agreement.

5.7 Separate Grants of Security and Separate Classification. Each Pulitzer Second Priority Secured Party acknowledges and agrees that (a) the grants of Liens pursuant to the Pulitzer First Priority Security Documents and the Pulitzer Second Priority Security Documents constitute two separate and distinct grants of Liens and (b) because of, among other things, their differing rights in the Common Collateral, the Pulitzer Second Priority Obligations are fundamentally different from the Pulitzer First Priority Obligations and must be separately classified in any plan of reorganization proposed in an Insolvency Proceeding. To further effectuate the intent of the parties as provided in the immediately preceding sentence, if it is held that the claims of the Pulitzer First Priority Secured Parties and Pulitzer Second Priority Secured Parties in respect of the Common Collateral constitute only one class of secured claims (rather than separate classes of senior and junior secured claims), then the Pulitzer Second Priority Secured Parties hereby acknowledge and agree that all distributions shall be made as if there were separate classes of senior and junior secured claims against the Grantors in respect of the Common Collateral (with the effect being that, to the extent that the aggregate value of the Common Collateral is sufficient (for this purpose ignoring all claims held by the Pulitzer Second Priority Secured Parties), the Pulitzer First Priority Secured Parties shall be entitled to receive, in addition to amounts distributed to them in respect of principal, pre-petition interest, fees and expenses and any other claims, all amounts owing in respect of Post-Petition Interest before any distribution is made in respect of the Pulitzer Second Priority Obligations held by the Pulitzer Second Priority Secured Parties, with the Pulitzer Second Priority Secured Parties hereby acknowledging and agreeing to turn over to the Pulitzer First Priority Secured Parties amounts otherwise received or receivable by them to the extent necessary to effectuate the intent of this sentence, even if such turnover has the effect of reducing the claim or recovery of the Pulitzer Second Priority Secured Parties), and that, until turned over to the Pulitzer First Priority Secured Parties, such amounts will be held in trust for the Pulitzer First Priority Secured Parties.

5.8 No Waivers of Rights of Pulitzer First Priority Secured Parties. Nothing contained herein shall prohibit or in any way limit the Pulitzer First Priority Representative or any other Pulitzer First Priority Secured Party from objecting in any Insolvency Proceeding or otherwise to any action taken by any Pulitzer Second Priority Secured Party not expressly prohibited hereunder, including the seeking by any Pulitzer Second Priority Secured Party of adequate protection (except as provided in Section 5.4) or the asserting by any Pulitzer Second Priority Secured Party of any of its rights and remedies under the Pulitzer Second Priority Documents or otherwise.

5.9 Plans of Reorganization. Nothing in this Agreement shall impair the rights of any Pulitzer Second Priority Secured Party to propose, support, or vote in favor of or against any plan of reorganization or similar plan or scheme in any Insolvency Proceeding, so long as such plan or scheme is not inconsistent with, or in contravention of, the express terms of this Agreement, provided that in the case of proposing such plan of reorganization or similar plan or scheme it shall, unless otherwise approved by the Pulitzer First Priority Representative, provide for payment in full of the Pulitzer First Priority Obligations and the occurrence of the events described in clause (a), (b) and (c) of the definition of Discharge of Pulitzer First Priority Obligations.

5.10 Post-Petition Claims. None of the Pulitzer Second Priority Secured Parties shall oppose or seek to challenge any claim by any Pulitzer First Priority Secured Party for allowance in any Insolvency Proceeding of Pulitzer First Priority Obligations consisting of Post-Petition Interest or indemnities, without regard to the existence of the Liens of the Pulitzer Second Priority Secured Parties on the Common Collateral.

5.11 Waivers. Until the Discharge of the Pulitzer First Priority Obligations, each Pulitzer Second Priority Secured Party, agrees that (a) it will not assert or enforce any claim under Section 506(c) of the Bankruptcy Code senior to or on a parity with the Liens securing the Pulitzer First Priority Obligations for costs or expenses of preserving or disposing of any Common Collateral and (b) waives any claim it may now or hereafter have arising out of the election by any Pulitzer First Priority Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code.

Section 6. Pulitzer Second Priority Documents and Pulitzer First Priority Documents.

(a) Each Borrower and Grantor and the Pulitzer Second Priority Secured Parties agree that it shall not at any time execute or deliver any amendment or other modification to any of the Pulitzer Second Priority Documents inconsistent with or in violation of this Agreement.

(b) Each Borrower and Grantor and the Pulitzer First Priority Secured Parties agree that it shall not at any time execute or deliver any amendment or other modification to any of the Pulitzer First Priority Documents inconsistent with or in violation of this Agreement.

(c) In the event the Pulitzer First Priority Collateral Agents enter into any amendment, waiver or consent in respect of any of the Pulitzer First Priority Security Documents for the purpose of adding to, or deleting from, or waiving or consenting to any departures from any provisions of, any Pulitzer First Priority Security Document or changing in any manner the rights of any parties thereunder, then such amendment, waiver or consent shall apply automatically to any comparable provision of the Comparable Pulitzer Second Priority Security Document (solely to the extent applicable to any Grantor and Common Collateral) without the consent of or action by any Pulitzer Second Priority Secured Party (with all such amendments, waivers and modifications subject to the terms hereof); provided that (i) no such amendments, modifications or waivers shall provide for the security of any additional extensions of credit or

add additional secured creditors in violation of the express provisions of the Pulitzer Second Priority Agreements, (ii) no such amendment, waiver or consent shall have the effect of removing assets subject to the Lien of any Pulitzer Second Priority Security Document, except to the extent that a release of such Lien is permitted by Section 4.2, (iii) any such amendment, waiver or consent that materially and adversely affects the rights of the Pulitzer Second Priority Secured Parties and does not affect the Pulitzer First Priority Secured Parties in a like or similar manner shall not apply to the Pulitzer Second Priority Security Documents without the written consent of the Pulitzer Second Priority Collateral Agent and (iv) notice of such amendment, waiver or consent shall be given to the Pulitzer Second Priority Representative no later than 15 days after its effectiveness; provided that the failure to give such notice shall not affect the effectiveness and validity thereof.

Section 7. Reliance; Waivers; etc.

7.1 Reliance. The Pulitzer First Priority Documents are deemed to have been executed and delivered, and all extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Pulitzer Second Priority Secured Parties expressly waive all notice of the acceptance of and reliance on this Agreement by the Pulitzer First Priority Secured Parties. The Pulitzer Second Priority Documents are deemed to have been executed and delivered and all issuances of debt and other extensions of credit thereunder are deemed to have been made or incurred, in reliance upon this Agreement. The Pulitzer First Priority Secured Parties waive all notices of the acceptance of and reliance by the Pulitzer Second Priority Secured Parties.

7.2 No Warranties or Liability. The Pulitzer Second Priority Secured Parties and the Pulitzer First Priority Secured Parties acknowledge and agree that neither has made any representation or warranty with respect to the execution, validity, legality, completeness, collectability or enforceability of any Pulitzer First Priority Document or any Pulitzer Second Priority Document. Except as otherwise provided in this Agreement, the Pulitzer Second Priority Secured Parties and the Pulitzer First Priority Secured Parties will be entitled to manage and supervise their respective extensions of credit to the Borrower or any Grantor in accordance with law and their usual practices, modified from time to time as they deem appropriate. No Agent shall, by reason of this Agreement, or any other Security Document or any other document, have a fiduciary relationship or other implied duties in respect of any other Agent or any other Secured Party.

7.3 No Waivers. No right or benefit of any party hereunder shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of such party or any other party hereto or by any noncompliance by the Borrower or any Grantor with the terms and conditions of any of the Pulitzer First Priority Documents or the Pulitzer Second Priority Documents.

Section 8. Obligations Unconditional.

8.1 Pulitzer First Priority Obligations Unconditional. All rights and interests of the Pulitzer First Priority Secured Parties hereunder, and all agreements and obligations of the Pulitzer Second Priority Secured Parties (and, to the extent applicable, the Grantors) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Pulitzer First Priority Document;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Pulitzer First Priority Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Pulitzer First Priority Document;

(c) prior to the Discharge of the Pulitzer First Priority Obligations, any exchange, release, voiding, avoidance or non-perfection of any security interest in any Common Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of all or any portion of the Pulitzer First Priority Obligations or any guarantee; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, the Borrower or any Grantor in respect of the Pulitzer First Priority Obligations, or of any Pulitzer Second Priority Secured Party, or the Borrower or any Grantor, to the extent applicable, in respect of this Agreement.

8.2 Pulitzer Second Priority Obligations Unconditional. All rights and interests of the Pulitzer Second Priority Secured Parties hereunder, and all agreements and obligations of the Pulitzer First Priority Secured Parties (and, to the extent applicable, the Borrower and the Grantors) hereunder, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any Pulitzer Second Priority Document;

(b) any change in the time, place or manner of payment of, or in any other term of, all or any portion of the Pulitzer Second Priority Obligations, or any amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of any Pulitzer Second Priority Document;

(c) any exchange, release, voiding, avoidance or non-perfection of any security interest in any Common Collateral or any other collateral, or any release, amendment, waiver or other modification, whether by course of conduct or otherwise, or any refinancing, replacement, refunding or restatement of all or any portion of the Pulitzer Second Priority Obligations or any guarantee or guaranty thereof; or

(d) any other circumstances that otherwise might constitute a defense available to, or a discharge of, any Grantor in respect of the Pulitzer Second Priority Obligations, or of any Pulitzer First Priority Secured Party, or the Borrower or any Grantor, to the extent applicable, in respect of this Agreement.

Section 9. Miscellaneous.

9.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of any Pulitzer First Priority Document or any Pulitzer Second Priority Document, the provisions of this Agreement shall govern; provided that, in the event of any conflict between the provisions of this Agreement and the intercreditor agreement dated as of the date hereof (the "Pulitzer Pari Passu Intercreditor Agreement"), among the Pulitzer First Priority Collateral Agents, the Borrower and the other Grantors party thereto, among others, the terms and conditions of the Pulitzer Pari Passu Intercreditor Agreement shall control as to the relative rights of the Pulitzer First Priority Secured Parties in respect of the Pulitzer First Priority Collateral.

9.2 Continuing Nature of Provisions. This Agreement shall continue to be effective, and shall not be revocable by any party hereto, until the Discharge of Pulitzer First Priority Obligations shall have occurred, subject to Section 5.5. This is a continuing agreement and the Pulitzer First Priority Secured Parties and the Pulitzer Second Priority Secured Parties may continue, at any time and without notice to the other parties hereto, to extend credit and other financial accommodations to, or for the benefit of, the Borrower or any other Grantor.

9.3 Amendments; Waivers. (a) No amendment or modification of any of the provisions of this Agreement shall be effective unless the same shall be in writing and signed by the Pulitzer First Priority Representative and the Pulitzer Second Priority Representative, provided that no such amendment or modification shall by its terms amend, modify or otherwise affect the rights or obligations of any Grantor without the Borrower's or such Grantor's prior written consent; provided further that (i) without the consent of any party hereto, (A) this Agreement may be supplemented by an Agent Joinder Agreement, and an additional Agent (an "Additional Agent") on behalf of the Secured Parties under any Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, may become a party hereto, in accordance with Section 9.3(b) and (B) this Agreement may be supplemented by a Grantor Joinder Agreement, and a subsidiary may become a party hereto, in accordance with Section 9.13, and (ii) in connection with the entering into of any Replacement Pulitzer First Priority Agreement or Replacement Pulitzer Second Priority Agreement, as applicable, each collateral agent party hereto shall enter (and are hereby authorized to enter without the consent of any other Secured Party), at the request of any Collateral Agent with respect to such Replacement Pulitzer First Priority Agreement or Replacement Pulitzer Second Priority Agreement, as applicable, or the Borrower, into such amendments or modifications of this Agreement as are reasonably necessary to reflect such Replacement Pulitzer First Priority Agreement or Replacement Pulitzer Second Priority Agreement, as applicable, and are reasonably satisfactory to each such Collateral Agent.

(b) The Borrower may from time to time, subject to any limitations contained in any Secured Documents in effect at such time, designate documents governing additional, replacement or refinancing indebtedness and related obligations that are, or are to be, secured by Liens on any assets of the Borrower or any of the Grantors that would, if such Liens were granted, constitute Common Collateral as an Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, by delivering to each party hereto at such time a certificate of an Authorized Officer of the Borrower:

1. describing the agreement governing the indebtedness and other obligations being designated as an Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, and including a statement of the maximum aggregate outstanding principal amount of such indebtedness as of the date of such certificate;

2. setting forth the Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, as each Grantor has executed and delivered to the Person that serves as the collateral agent, collateral trustee or a similar representative for the holders of obligations under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, on the closing date of under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, certified as being true and complete by an Authorized Officer of the Borrower;

3. identifying the Person that serves as administrative agent, trustee or similar representative and as collateral agent or similar representative on behalf of the Secured Parties under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable;

4. certifying that the incurrence of obligations and the creation of the Liens securing obligations under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, do not violate or result in a default under any provision of any Secured Document in effect at such time, including this Agreement;

5. identifying obligations under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, as Pulitzer First Priority Obligations or Pulitzer Second Priority Obligations, as applicable, and, certifying that the designation of such obligations as Pulitzer First Priority Obligations or Pulitzer Second Priority Obligations, as applicable, does not violate or result in a default under any provision of any Secured Document in effect at such time;

6. certifying that the Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, (A) in the case of the Additional Pulitzer Second Priority Agreement, the applicable Pulitzer Second Priority Security Documents in respect thereof contain the legend required in Section 2.3(a) and (B) authorizes the Person that serves as administrative agent, trustee or similar representative and as collateral agent or similar representative on behalf of the Secured Parties under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, to become a Collateral Agent hereunder by executing and delivering a Collateral Agent Joinder Agreement and provide that, upon such execution and delivery, the holders of obligations under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable, shall become subject to and bound by the provisions of this Agreement; and

7. attaching a fully completed Agent Joinder Agreement executed and delivered by the Person that serves as administrative agent, trustee or similar representative and as collateral agent or similar representative on behalf of the Secured Parties under such Additional Pulitzer First Priority Agreement or Additional Pulitzer Second Priority Agreement, as applicable.

Upon the delivery of such certificate and the related attachments as provided above and as so long as the statements made therein are true and correct as of the date of such certificate, the obligations designated in such notice shall become Pulitzer First Priority Obligations or Pulitzer Second Priority Obligations, as applicable, for all purposes under this Agreement.

9.4 Information Concerning Financial Condition of the Borrower and the other Grantors. Each of the Pulitzer Second Priority Representative, on behalf of the other Pulitzer Second Priority Secured Parties, and the Pulitzer First Priority Representative, on behalf of the Pulitzer First Priority Secured Parties, hereby agree that each Secured Party assumes responsibility for keeping itself informed of the financial condition of the Borrower and each of the other Grantors and all other circumstances bearing upon the risk of nonpayment of the Pulitzer First Priority Obligations or the Pulitzer Second Priority Obligations. The Pulitzer Second Priority Representative, on behalf of itself and the other Pulitzer Second Priority Secured Parties, and the Pulitzer First Priority Representative, on behalf of itself and the other Pulitzer First Priority Secured Parties, hereby agree that no party shall have any duty to advise any other Secured Party of information known to it regarding such condition or any such circumstances. In the event that any Secured Party, in its sole discretion, undertakes at any time or from time to time to provide any information to any other party to this Agreement, it shall be under no obligation (a) to provide any such information to such other party or any other party on any subsequent occasion, (b) to undertake any investigation, or (c) to disclose any other information.

9.5 Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, 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.

9.6 Submission to Jurisdiction.

(a) Each Pulitzer First Priority Secured Party, each Pulitzer Second Priority Secured Party and each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment pursuant to any such action or proceeding, and each such party hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each such party 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 Agreement shall affect any right that any Pulitzer First Priority Secured Party or Pulitzer Second Priority Secured Party may otherwise have to bring any action or proceeding against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Pulitzer First Priority Secured Party, each Pulitzer Second Priority Secured Party and the Borrower and each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, (i) any objection it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (a) of this Section and (ii) the defense of an inconvenient forum to the maintenance of such action or proceeding.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.7. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

9.7 Notices. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telecopied, or sent by overnight express courier service or United States mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or five days after deposit in the United States mail (certified, with postage prepaid and properly addressed). For the purposes hereof, the address of each party hereto is as follows:

(a) if to any Grantor, to it (or, in the case of any Grantor other than the Borrower, to it in care of the Borrower) at:

Lee Enterprises, Incorporated
201 N. Harrison Street, Suite 600
Davenport, IA, 52801
Attention: Vice President, Chief Financial Officer and Treasurer
Facsimile: 563-327-2600
E-mail: ron.mayo@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;

(b) if to the Revolving Agent and the Revolving Collateral Agent, to it at:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Dimple Patel
Telephone: 302-634-4154
Telecopy: 302-634-3301
E-mail: dimple.x.patel@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Neer Reibenbach
Telephone: 302-634-1678
Telecopy: 302-634-3301
E-mail: neer.reibenbach@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Timothy Lee
Telephone: 212-270-2282
Telecopy: 212-270-5100
E-mail: timothy.d.lee@jpmorgan.com;

(c) if to the Pari Passu Agent and the Pari Passu Collateral Agent, to it at:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Dimple Patel
Telephone: 302-634-4154
Telecopy: 302-634-3301
E-mail: dimple.x.patel@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
500 Stanton Christiana Road, Ops 2 Floor 3
Newark, DE 19713
Attention: Neer Reibenbach
Telephone: 302-634-1678
Telecopy: 302-634-3301
E-mail: neer.reibenbach@jpmorgan.com

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Avenue, 24th Floor
New York, NY 10179
Attention: Timothy Lee
Telephone: 212-270-2282
Telecopy: 212-270-5100
E-mail: timothy.d.lee@jpmorgan.com;

(d) if to the Notes Trustee, to it at:

U.S. Bank National Association
60 Livingston Avenue
St. Paul, Minnesota 55107
Attention: Global Corporate Trust Services
Facsimile: 651-466-7430;

(e) if to the Notes Collateral Agent, to it at:

Deutsche Bank Trust Company Americas Trust and Agency Services
60 Wall Street, 16th Floor
Mail Stop: NYC60-1630
New York, New York 10005
Attention: Corporates Team, Lee Enterprises, Incorporated
Facsimile: 732-578-4635

With a copy to:

Deutsche Bank Trust Company Americas
c/o Deutsche Bank National Trust Company Trust and Agency Services
100 Plaza One, 6th Floor
MSJCY03-0699
Jersey City, NJ 07311-3901
Attention: Corporates Team, Lee Enterprises, Incorporated
Facsimile: 732-578-4635;

(f) if to the Pulitzer First Priority Agent or the Pulitzer First Priority Collateral Agent, to it at:

Wilmington Trust, N.A.
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attention: Wilmington Trust Loan Agency Group
Telecopy: 612-217-5651;
Telephone: 612-217-5649;
E-mail: loanagency@wilmingtontrust.com; and

(g) if to any Additional Agent, to it at the address set forth in the applicable Joinder Agreement.

Any party hereto may change its information for notices and other communications hereunder by notice to the other parties hereto.

9.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and each of their respective successors and permitted assigns, and nothing herein is intended, or shall be construed, to give any other Person any right, remedy or claim under, to or in respect of this Agreement or any Common Collateral.

9.9 Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

9.10 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

9.11 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement, together with the other Secured Documents, represents the agreement of each of the Grantors and the Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Grantor, any Agent or any other Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Secured Documents. This Agreement shall become effective when it shall have been executed by each party hereto.

9.12 **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

9.13 Additional Grantors. The Borrower shall cause each Person that becomes a Grantor after the date hereof (other than any such Grantor that does not grant any Liens to secure any of the Pulitzer First Priority Obligations or any of the Pulitzer Second Priority Obligations, until such time as such Grantor does grant any such Liens) to become a party to this Agreement by executing and delivering a supplement to this Agreement in substantially the form set forth in Exhibit B hereto (each a "Grantor Joinder Agreement") and otherwise reasonably satisfactory to the Pulitzer First Priority Representative and the Pulitzer Second Priority Representative.

9.14 Specific Performance. Each Collateral Agent, on behalf of itself and its respective Secured Parties, may demand specific performance of this Agreement. Each Collateral Agent, on behalf of itself and its respective Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense that might be asserted to bar the remedy of specific performance in any action which may be brought by the Secured Parties.

9.15 Subrogation. The Pulitzer Second Priority Secured Parties hereby waive any rights of subrogation they may acquire as a result of any payment hereunder until the Discharge of the Pulitzer First Priority Obligations Payment has occurred; provided, however, that, as between the Borrower and the other Grantors, on the one hand, and the Pulitzer Second Priority Secured Parties, on the other hand, any such payment that is paid over to the Pulitzer First Priority Representative pursuant to this Agreement shall be deemed not to reduce any of the Pulitzer Second Priority Obligations unless and until (and then only to the extent that) the Discharge of Pulitzer First Priority Obligations has occurred and the Pulitzer First Priority Representative delivers any such payment to the Pulitzer Second Priority Representative.

9.16 Trustee Capacity. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by U.S. Bank National Association, not individually or personally or in its corporate capacity, but solely in its capacity as Notes Trustee under the Notes Indenture, and (b) under no circumstances shall U.S. Bank National Association be individually or personally or in its corporate capacity, liable for the payment of any indebtedness or expenses owed to any party under this Agreement, the Notes Indenture and related documentation or the Secured Documents.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JPMORGAN CHASE BANK, N.A., as Revolving Agent and
Revolving Collateral Agent

By: /s/ Timothy D. Lee
Name: Timothy D. Lee
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Pari Passu Agent and
Pari Passu Collateral Agent

By: /s/ Timothy D. Lee
Name: Timothy D. Lee
Title: Vice President

U.S. BANK, NATIONAL ASSOCIATION, not in its
individual capacity, but solely in its capacity as Notes Trustee

By: /s/ Raymond S. Haverstock
Name: Raymond S. Haverstock
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Notes Collateral Agent

By: /s/ Chris Niesz
Name: Chris Niesz
Title: Assistant Vice President

WILMINGTON TRUST, NATIONAL ASSOCIATION, as
Pulitzer First Priority Agent and Pulitzer First Priority
Collateral Agent

By: /s/ Joshua G. James
Name: Joshua G. James
Title: Vice President

LEE ENTERPRISES, INCORPORATED

By: /s/ C. D. Waterman III

Name: C. D. Waterman III
Title: Secretary

PULITZER INC.

By: /s/ C. D. Waterman III

Name: C. D. Waterman III
Title: Secretary

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

AMPLIFIED DIGITAL, LLC
ST. LOUIS POST-DISPATCH 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

**FORM OF
PULITZER JUNIOR INTERCREDITOR AGREEMENT JOINDER
ADDITIONAL COLLATERAL AGENT**

Reference is made to the Pulitzer Junior Intercreditor Agreement dated as of June 25, 2015 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Junior Intercreditor Agreement") among LEE ENTERPRISES, INCORPORATED, a Delaware corporation, ("), PULITZER INC., a Delaware corporation ("Pulitzer"), each of Pulitzer's direct or indirect subsidiaries party thereto (the "Pulitzer Subsidiaries," and together with Pulitzer, the "Pulitzer Entities"), WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent under the Lee Second Lien Loan Agreement (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Agent") and as collateral agent for the First Lien Secured Parties (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Agent") and as collateral agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Pari Passu Facility (together with its successors and assigns in such capacity, the "Pari Passu Agent") and as collateral agent with respect to the Pari Passu Facility (together with its successors and assigns, in such capacity, the "Pari Passu Collateral Agent"), and U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture (together with its successors and assigns, in such capacity, the "Notes Trustee"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for with respect to the Notes (together with its successors and assigns, in such capacity, the "Notes Collateral Agent"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Intercreditor Agreement. This Pulitzer Junior Intercreditor Agreement Joinder is being executed and delivered pursuant to Section 9. 3 of the Junior Intercreditor Agreement.

1. Joinder. By executing and delivering this Pulitzer Junior Intercreditor Agreement Joinder, the undersigned as Additional Agent in its capacity as [[Administrative Agent/Trustee/other Representative] and as [Collateral Agent/Collateral Trustee/other Representative]] for holders of [Pulitzer First Priority Obligations][Pulitzer Second Priority Obligations] pursuant to [identify Additional Pulitzer First Priority Agreements][identify Additional Pulitzer Second Priority Agreements] agrees, on its own behalf and on behalf of such holders of [Pulitzer First Priority Obligations][Pulitzer Second Priority Obligations], to be bound by all the terms and provisions of the Junior Intercreditor Agreement as a Collateral Agent, as fully as if the undersigned had executed and delivered the Junior Intercreditor Agreement as of the date thereof.

2. Governing Law. This Pulitzer Junior Intercreditor Agreement Joinder shall be construed in accordance and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Pulitzer Junior Intercreditor Agreement Joinder to be executed as of _____, _____.

[_____]

By _____
Name: _____
Title: _____

**FORM OF
PULITZER JUNIOR INTERCREDITOR AGREEMENT JOINDER
ADDITIONAL GRANTOR**

Reference is made to the Junior Intercreditor Agreement dated as of June 25, 2015 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Junior Intercreditor Agreement") among LEE ENTERPRISES, INCORPORATED, a Delaware corporation, PULITZER INC., a Delaware corporation ("Pulitzer"), each of Pulitzer's direct or indirect subsidiaries party thereto (the "Pulitzer Subsidiaries," and together with Pulitzer, the "Pulitzer Entities"), WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent under the Lee Second Lien Loan Agreement (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Agent") and as collateral agent for the First Lien Secured Parties (together with its successors and assigns, in such capacity, the "Pulitzer First Priority Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Agent") and as collateral agent with respect to the Revolving Credit Facility (together with its successors and assigns, in such capacity, the "Revolving Collateral Agent"), JPMORGAN CHASE BANK, N.A., as administrative agent with respect to the Pari Passu Facility (together with its successors and assigns in such capacity, the "Pari Passu Agent") and as collateral agent with respect to the Pari Passu Facility (together with its successors and assigns, in such capacity, the "Pari Passu Collateral Agent"), and U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity, but solely in its capacity as Trustee under the Notes Indenture (together with its successors and assigns, in such capacity, the "Notes Trustee"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as collateral agent for with respect to the Notes (together with its successors and assigns, in such capacity, the "Notes Collateral Agent"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Intercreditor Agreement. This Pulitzer Junior Intercreditor Agreement Joinder is being executed and delivered pursuant to Section 9.13 of the Junior Intercreditor Agreement.

1. Joinder. By executing and delivering this Pulitzer Junior Intercreditor Agreement Joinder, the undersigned, _____, a _____, hereby agrees to become party as a Grantor under the Junior Intercreditor Agreement for all purposes thereof on the terms set forth therein, and to be bound by the terms of the Junior Intercreditor Agreement as fully as if the undersigned had executed and delivered the Junior Intercreditor Agreement as of the date thereof.

2. Governing Law. This Pulitzer Junior Intercreditor Agreement Joinder shall be construed in accordance and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Pulitzer Junior Intercreditor Agreement Joinder to be executed as of _____, _____.

[_____]

By _____
Name: _____
Title: _____



201 N. Harrison St.
Davenport, IA 52801
lee.net

Lee Enterprises pays off New Pulitzer Notes nearly two years early

NEWS RELEASE

Davenport, Iowa (June 25, 2015) – Lee Enterprises (NYSE: LEE), a leading provider of news, information and advertising in 50 markets, announced today that the company has repaid, in full, the 9% Senior Notes issued by its subsidiaries St. Louis Post-Dispatch LLC and Pulitzer Inc. (the “New Pulitzer Notes.”)

The New Pulitzer Notes, which were issued in connection with the refinancing of \$94 million of debt in May 2013, were due April 3, 2017. The notes were held by BH Finance LLC, a subsidiary of Berkshire Hathaway Inc., and had a balance of \$9 million on March 29, 2015, the end of the last fiscal quarter.

Mary Junck, chairman and chief executive officer, attributed the early pay-off to the company’s strong performance and substantial cash flows.

“We have been, and will continue to be, committed to the repayment of the company’s debt,” she said. “Paying off the New Pulitzer Notes almost two years early is clear evidence of that commitment. Our focus is on continued strong cash flows and using them to best position us for the future.”

“We appreciate the involvement of Berkshire Hathaway in the refinancing,” she added.

Vice President, Chief Financial Officer and Treasurer Ron Mayo said the repayment has a significant impact on the remaining debt.

“Repaying these notes triggers the relaxation, or removal, of several cash flow restrictions that existed in our capital structure,” he said. “The net effect of these changes should result in more rapid amortization of debt under the company’s First Lien Credit Agreement, which matures in March 2019.”

Debt outstanding under the term loan of the First Lien Credit Agreement stood at \$205.25 million at March 29, 2015. It was reduced by \$44.75 million from the original amount of \$250 million in the first year of the agreement, before the effect of the changes in cash flow restrictions noted above took effect.

“The company’s ability to pay dividends, acquire its own stock, or to make other restricted payments, such as optional redemption of debt under its Second Lien Loan Agreement, remain restricted by the terms of the Senior Secured Notes,” Mayo said.

“More rapid acceleration of payments under the First Lien Credit Agreement could accelerate the company’s ability to make such restricted payments in the future and may eliminate the need to refinance any balance of such debt when it comes due in 2019.”

Mayo also said the repayment triggers the ability to reduce debt under the company’s Second Lien Loan Agreement by requiring that the excess cash flow of the Pulitzer subsidiary, as defined, be offered, at 100% of the principal amount, to the debt holders until March 2017. After that time, those debt holders are required to accept payments based on excess cash flow.

This event also moves the holders under the Second Lien Loan Agreement into a first priority collateral position on substantially all of the assets of Pulitzer Inc. and its subsidiaries, which includes St. Louis Post-Dispatch LLC, and it moves the holders under the company's Senior Secured Notes and First Lien Credit Agreement into a junior collateral position on the same assets.

ABOUT LEE

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 1.0 million daily and 1.5 million Sunday, reaching more than three million readers in print alone. 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 www.lee.net.

FORWARD-LOOKING STATEMENTS — The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for forward-looking statements. This release contains information that may be deemed forward-looking that is based largely on our current expectations, and is subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those anticipated. Among such risks, trends and other uncertainties, which in some instances are beyond our control, are:

FORWARD-LOOKING STATEMENTS — The Private Securities Litigation Reform Act of 1995 provides a “safe harbor” for forward-looking statements. This release contains information that may be deemed forward-looking that is based largely on our current expectations, and is subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those anticipated. Among such risks, trends and other uncertainties, which in some instances are beyond our control, are:

- Our ability to generate cash flows and maintain liquidity sufficient to service our debt;
- Our ability to comply with the financial covenants in our credit facilities;
- Our ability to refinance our debt as it comes due;
- That the warrants issued in our refinancing will not be exercised;
- The impact and duration of adverse conditions in certain aspects of the economy affecting our business;
- Changes in advertising demand;
- Potential changes in newsprint, other commodities and energy costs;
- Interest rates;
- Labor costs;
- Legislative and regulatory rulings;
- Our ability to achieve planned expense reductions;
- Our ability to maintain employee and customer relationships;
- Our ability to manage increased capital costs;
- Our ability to maintain our listing status on the NYSE;
- Competition; and
- Other risks detailed from time to time in our publicly filed documents.

Any statements that are not statements of historical fact (including statements containing the words “may”, “will”, “would”, “could”, “believes”, “expects”, “anticipates”, “intends”, “plans”, “projects”, “considers” and similar expressions) generally should be considered forward-looking statements. Readers are cautioned not to place undue reliance on such forward-looking statements, which are made as of the date of this release. We do not undertake to publicly update or revise our forward-looking statements, except as required by law.

Contact:
Charles Arms
Director of Communications
IR@lee.net
(563) 383-2100