

2013 AMENDMENT AND RESTATEMENT OF AGREEMENT

This document (this "Agreement"), entered into as of the 18th day of October, 2013, constitutes an amendment and restatement of that certain Agreement dated August 12, 1952 between Salt Lake Tribune Publishing Company, a West Virginia corporation, and Deseret News Publishing Company, a Utah corporation, as amended by a certain Amendment Agreement dated June 1, 1982 entered into between Kearns-Tribune Corporation, a Utah corporation (successor to Salt Lake Tribune Publishing Company) and Deseret News Publishing Company, a Utah corporation, and made effective January 1, 1983, and as further amended and restated by an Amendment and Restatement of Agreement dated as of January 1, 2001 (the "2001 JOA"), and an Amendment and Restatement of Agreement dated as of July 1, 2006 (the "2006 JOA"). The 2006 JOA was subsequently amended in part by that certain Addendum to JOA dated July 1, 2007, and that certain Internet Advertising Agreement dated June 13, 2011 (the 2006 JOA as so amended is referred to herein as the "Amended 2006 JOA"). This document constitutes an amendment and restatement of the Amended 2006 JOA, and is intended by the parties to define their current agreement, into which all prior agreements, amendments, understandings and interpretations related hereto are hereby merged and herein subsumed.

Parties

The parties to this Agreement are:

A. Kearns-Tribune, LLC, a Delaware limited liability company (herein "K-T, LLC"), which owns and publishes *The Salt Lake Tribune*, a daily newspaper, and all of whose membership interests are owned by MediaNews Group, Inc., a Delaware corporation (herein "MNG"); and

B. Deseret News Publishing Company, a Utah corporation (herein "DNPC"), which owns and publishes the *Deseret News*, a daily newspaper.

Recitals

The parties hereto and their predecessors have since 1952, and continuing until their execution of this Agreement, been engaged in a joint newspaper operating arrangement for the purpose of providing, for the benefit of both parties and of the public they serve, an economical, efficient and practical method of printing and distributing daily newspapers, primarily in the State of Utah, through a common agency formerly known as the Newspaper Agency Corporation, a Utah corporation created for that purpose, which subsequently was renamed NAC, Inc. On May 23, 2006, the parties jointly caused Newspaper Agency Company, LLC, a Utah limited liability company (the "NAC"), to be formed to take over the duties of NAC, Inc. Effective as of July 1, 2006, the parties jointly engaged the NAC to carry out various responsibilities regarding their joint newspaper operating arrangement, in lieu of having those responsibilities continue to be carried out by NAC, Inc.

Since the parties entered into the 1952 Agreement, the Congress of the United States

declared in the Newspaper Preservation Act of 1970, Publ. L. 910353, 84 Stat. 467, Title 15, Chapter 43, U.S.C.A. (the "Newspaper Preservation Act") that it is in the public interest to maintain newspapers editorially and reportorially independent and competitive and to preserve the publication of newspapers where a joint newspaper operating arrangement has been entered into under circumstances of economic distress as experienced by the parties at the time the 1952 Agreement was entered into.

The parties believe that (a) the policy of the United States has confirmed the wisdom of the parties in entering into the 1952 Agreement, under which the advantages of such joint newspaper operating arrangement and common agency have been enjoyed by the public and the parties hereto, (b) the newspapers published by the respective parties have continued to maintain their separate identities and the parties hereto have continued to retain direct and immediate control of their respective editorial and news departments, (c) there has not been any merger, combination or amalgamation of editorial or reportorial staffs, and (d) editorial policies have been independently determined and expressed.

Certain amendments to, and clarifications concerning interpretation of, the Amended 2006 JOA are mutually desired by the parties, and a full restatement of all prior agreements into one document will facilitate their understanding and administration.

The parties, believing it is desirable both from their standpoint and in the interest of the public that such amendments, clarifications and restatement be made and the benefits thereof be provided and continued, therefore desire to amend, renew and restate their agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties, based upon mutual trust and confidence in each other, agree to and hereby amend, renew and restate in its entirety the Amended 2006 JOA to read as follows:

Preamble

The parties hereto declare and reaffirm as the principal objective of this Agreement their joint and several commitment to the survival and success of both the *Deseret News* and *The Salt Lake Tribune* as independent editorial voices, with the ultimate goal for each newspaper of achieving optimal household penetration and maximizing the circulation of each newspaper, while allowing both newspapers to reap the financial benefits and economies from the able management of a joint operating system.

To achieve these objectives, and for the purpose of serving the operational needs and objectives of both newspapers, the parties originally created NAC, Inc. (f/k/a Newspaper Agency Corporation), as their joint agent under this Agreement. Effective as of July 1, 2006, the parties jointly engaged the NAC to carry out various responsibilities regarding their joint newspaper operating arrangement, in lieu of having those responsibilities continue to be carried out by NAC, Inc.

All provisions of this Agreement, separately and cumulatively, and notwithstanding any

other inference that may be drawn from its wording, shall be interpreted and applied in a manner consistent with the objectives and purposes set forth in this Preamble.

1. Effective Date. This Agreement was entered into initially on August 12, 1952, has been amended by an Amendment Agreement dated June 1, 1982, which had an effective date of January 1, 1983, and has been further amended by an Amendment and Restatement of Agreement dated as of January 1, 2001, and an Amendment and Restatement of Agreement dated July 1, 2006. The Amendment and Restatement of Agreement dated as of July 1, 2006 was amended in part by that certain Addendum to JOA dated July 1, 2007, and that certain Internet Advertising Agreement dated June 13, 2011. All modifications thereof as set forth in this Agreement shall become effective as of October 18, 2013.

2. The NAC. DNPC and K-T, LLC have caused the NAC to be created pursuant to the laws of the State of Utah for the purposes set forth in its Articles of Organization. Except as otherwise expressly agreed by the parties, the NAC shall continue to perform the various functions which it has heretofore provided to both newspapers under the Amended 2006 JOA.

2.01 Ownership of the NAC. As of the date of this Agreement, the membership interests of the NAC are owned seventy percent (70%) by DNPC and thirty percent (30%) by K-T, LLC, its two members (the "Members"). The parties hereto shall cause the operations of the NAC to continue and shall not assign, sell, transfer, mortgage, pledge or otherwise dispose of their membership interests in the NAC, nor voluntarily permit alienation of any interest therein by any means, including a sale or merger involving the owning entity, during the term of this Agreement or any renewal or extension thereof, without written approval of the other party; provided however, that such restriction shall not limit the right of the owning entity of either party to pledge, and/or otherwise grant security interests in stock or equity interests of such owning entity to secure any indebtedness now or hereafter incurred by such party, nor shall such restrictions in any manner affect the enforcement of such security interests. Such restriction shall be printed on the face of any certificates evidencing the membership interests of the parties in the NAC which may hereafter be issued or reissued, and shall be strictly enforced.

2.02 Management Committee. The Management Committee of the NAC (the "Management Committee") shall govern the NAC and shall exercise all of the usual and customary duties of managers. The Management Committee shall consist of five (5) persons who shall be elected at each annual meeting of the Members (an annual meeting shall be held simultaneously with the execution of this Agreement, and, subsequent thereto, shall be held on the second Monday of each December at the offices of the NAC, unless the Management Committee shall determine otherwise) to serve until the next annual meeting of the Members and until their successors are elected in their stead. Three (3) members of the five-member Management Committee shall be elected and appointed by DNPC, and one of these three members shall be designated by DNPC as the Chairman of the Management Committee, and the other two (2) members of the Management Committee shall be elected and appointed by K-T, LLC. The parties agree to vote their membership interests in the NAC to elect the Management Committee members so specified. The parties further agree that at the first annual meeting of Members following the date of this Agreement and at each annual Members' meeting thereafter held to elect Management Committee members, this same

procedure for electing Management Committee members shall be followed.

The Management Committee shall hold regular meetings no less frequently than quarterly, at such time and place as may from time to time be determined by the Chairman of the Management Committee. Special meetings of the Management Committee may be called by any member of the Management Committee by notifying the Chairman of the Management Committee of such request. Any member of the Management Committee may attend any regular or special meeting of the Management Committee by means of conference telephone or similar communications equipment through which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute attendance in person at such meeting. The Chairman of the Management Committee shall give written notice of regular and special meetings of the Management Committee, stating the place, date and hour of the meeting, to each member of the Management Committee together with an agenda for such meeting. For regular quarterly meetings, such notice shall be provided at least thirty (30) days before the date of the meeting. For special meetings, such notice shall be provided at least five (5) business days before the date of the meeting.

The presence at any meeting of a majority of the total number of members of the Management Committee, including at least one Management Committee member appointed by K-T, LLC, shall constitute a quorum for the transaction of business. Any member of the Management Committee who is unable to attend a meeting thereof may provide his or her proxy to any other member of the Management Committee and such other member shall be empowered to act on behalf of the member providing such proxy in accordance with the instructions therein. In any meeting, whether regular or special, where a quorum does not exist because of the absence of a member appointed by K-T, LLC, the Chairman may postpone the meeting to a later date not sooner than five (5) business days, with written notice of the new date being given to all members of the Management Committee, and thereafter at such reconvened meeting the presence of a majority of the total members of the Management Committee, regardless of whether or not a member appointed by K-T, LLC is present, shall constitute a quorum for the transaction of business.

Except as otherwise provided herein, action at a meeting of the Management Committee shall require the affirmative vote of a majority of the members of the Management Committee present at such meeting. Any action to be taken by the Management Committee may be taken without a meeting of the Management Committee by the written consent of members of the Management Committee whose votes would be necessary to authorize or take such action at a meeting of the Management Committee at which all members of the Management Committee were present and voted, provided that each member of the Management Committee is given notice of such proposed action at least 48 hours prior to the taking of such action and is provided a written copy of the action promptly after its adoption.

“Reserved Matters” shall require the approval of a majority of the members of the Management Committee, including the approval of at least one Management Committee member appointed by K-T, LLC. For the purposes of this Agreement, “Reserved Matters” shall include the following matters: (a) declaring or otherwise causing a distribution to either party of any of the earnings or other assets of the NAC, except as otherwise expressly provided in this Agreement; (b) approving or amending the NAC Annual Plan (as hereinafter defined); (c)

changing the financial accounting or tax principles utilized by the NAC, except as otherwise required by law or governmental authority; (d) committing or causing the NAC to make aggregate capital expenditures in any fiscal year exceeding by \$250,000 such amounts as are specified therefor in the capital budget section of the then applicable NAC Annual Plan; (e) except in the ordinary course of the NAC's business, committing or causing NAC to enter into any contract or transaction requiring annual expenditures by the NAC exceeding by \$250,000 or more such amounts as are specified therefor in the operations budget section of the then applicable NAC Annual Plan; (f) employing the services of, or entering into any transaction with, either party, or any affiliate thereof, directly or indirectly, except upon standard commercial terms; (g) lending or contributing to the capital of any other person any funds of the NAC, except for trade accounts receivable and/or customary employee advances; (h) unless specified or authorized in the then applicable NAC Annual Plan, encumbering any assets of the NAC, borrowing any funds, or entering into any equipment leases or purchase money financings in excess of an aggregate amount of \$250,000 per fiscal year; (i) instituting any bankruptcy or insolvency proceeding or assigning any assets of the NAC for the benefit of its creditors; (j) instituting, settling, or compromising any lawsuit or claim on behalf of the NAC where the amount in controversy exceeds \$1,000,000; (k) any matter requiring interpretation or construction of any provision of this Agreement or the intended meaning or application thereof, or any matter having substantial financial impact upon one or both parties hereto or upon their rights to participate in matters relating to the governance of the NAC; (l) amending, modifying, waiving or terminating any of the Leases (as defined in Section 7); (m) changing the publishing schedule from morning to another time of day of *The Salt Lake Tribune*; (n) offering in *The Salt Lake Tribune's* primary circulation area any promotions to potential subscribers of *Deseret News* that are not offered to potential subscribers of *The Salt Lake Tribune*, provided that adjustments in relative promotion spending may be made to the extent that it is responsive to changes in market demand resulting from reductions in frequency or newsroom spending relative to *The Salt Lake Tribune*; (o) subject to any portion of Section 6.04 of this Agreement that could be construed to the contrary, discriminating in any respect against *The Salt Lake Tribune*, in *The Salt Lake Tribune's* primary circulation area, in advertising, promotions or any other sales or marketing efforts; (p) budgeting less news and color availability to *The Salt Lake Tribune* than to the *Deseret News*; (q) reducing in any respect the primary circulation area of *The Salt Lake Tribune*; (r) changing the press deadlines, delivery targets, number of editions or days of publication of *The Salt Lake Tribune*; (s) suspending or ceasing to publish *The Salt Lake Tribune*; and (t) any action of the Management Committee pursuant to the second sentence of Section 6.05 of this Agreement. For purposes of this Agreement, the primary circulation area of *The Salt Lake Tribune* shall be deemed to be its Newspaper Designated Market as of the date of this Agreement.

The "NAC Annual Plan" shall consist of an (a) operating budget section and (b) a capital budget section. The NAC Annual Plan for each fiscal year of the NAC shall be approved annually by the Management Committee concurrently with each annual Members meeting, inclusive of the annual meeting to be held concurrently with the execution of this Agreement, or as soon thereafter as may be practical. If a vacancy occurs in the Management Committee, the nomination for replacement shall be made by the party hereto which nominated the person whose position is to be filled, following the same procedure outlined above in this Section 2.02. If necessary, the parties agree that they will immediately call a special meeting of the

Members for the purpose of electing, in accordance with the procedure herein set forth for the election of members of the Management Committee at meetings of the Members, a Management Committee member to fill such vacancy or to remove or re-elect any or all members of the Management Committee, as they may mutually choose.

2.03 Chairman and Vice-Chairman of NAC Management Committee. The Management Committee shall have a Chairman and a Vice-Chairman. The Chairman shall preside over and conduct meetings of the Management Committee. If the Chairman is not present at a meeting of the Management Committee, or is present and so directs, the Vice-Chairman shall preside over and conduct meetings of the Management Committee. The Vice-Chairman shall automatically succeed to all duties of the Chairman in the event of the Chairman's unavailability or disability, until another Chairman is duly appointed. DNPC shall appoint the Chairman and Vice-Chairman from among the three members of the Management Committee appointed by DNPC.

2.04 NAC Officers. The officers of the NAC shall consist of a President and a Secretary, and such other officers as the Management Committee shall determine from time to time. Upon the execution of this Agreement and in connection with each subsequent annual meeting of the Members of the NAC, the officers of NAC shall be elected and appointed by the Management Committee, with each officer being elected and appointed by majority vote, and such officers shall then serve until the next annual meeting of the Members, or until sooner removed or his or her earlier resignation, or until his or her successor is duly elected and appointed.

Any person selected to serve as an officer of the NAC in accordance with the foregoing procedures shall at any time during his or her term be subject to removal, with or without cause, upon the affirmative vote of a majority of the members of the Management Committee. Upon the removal of any officer, the Management Committee shall promptly commence to select a successor in accordance with the same selection procedures hereinbefore set forth.

No person appointed as an officer of the NAC shall have separate ownership or employment connections with the *Deseret News* or *The Salt Lake Tribune* unless otherwise mutually approved by DNPC and K-T, LLC, which approval may be withdrawn at any time. The President shall operate the NAC fairly with equal treatment for both newspapers. Except to the extent otherwise herein provided or as otherwise provided in the Articles of Organization of the NAC (as amended or otherwise modified from time to time, the "NAC Articles of Organization"), or that certain Amended and Restated Limited Liability Company Operating Agreement of the NAC dated of even date herewith (as amended or otherwise modified from time to time, the "NAC Operating Agreement"), between K-T, LLC and DNPC, the powers and duties of the President and the other officers of the NAC shall be as established by the Management Committee from time to time. As approved by the Management Committee, other persons may be given the working title of Vice President without such persons being officers of the NAC.

2.05 Duties of President and Other Officers. The President shall conduct the normal business of the NAC pursuant to the terms of this Agreement as a stand-alone venture of the owners. Subject to legal and contractual obligations, the President shall select

qualified managers, executives and personnel, and shall supervise the facilities and equipment used by the NAC, its operating systems and procedures, with respect to advertising, circulation, production, finance and personnel, and shall fulfill these duties in accordance with the applicable NAC Annual Plan. The President and the other officers of the NAC shall at all times act independently and disinterestedly as between DNPC and K-T, LLC and in the best interest of the NAC, consistent with the Preamble and the other provisions of this Agreement. All compensation to the President shall be determined by the Management Committee and paid exclusively by the NAC. The President shall report directly to the Management Committee and shall manage the business and affairs of the NAC under the direction and authority of its Management Committee.

3. Publishing Schedules. The *Deseret News* currently publishes morning editions Monday through Sunday between 7 p.m. and 7 a.m.. Currently, the Saturday publication carries the present tabloid *LDS Church News* section, which the *Deseret News* may elect to publish weekly on any day it may select. *The Salt Lake Tribune* currently publishes morning editions Monday through Sunday between 7 p.m. and 7 a.m. Whenever the *Deseret News* and *The Salt Lake Tribune* are printed in the same time frame, news deadlines and printing times shall be delineated in a manner fair to both newspapers, and distribution and delivery of both newspapers shall be accomplished by the NAC through joint use of trucks and carriers wherever practical.

In satisfaction of DNPC's obligations under the 2001 JOA and the Amended 2006 JOA to purchase and/or own an additional press and/or other directly related capital equipment which may initially have been required to accommodate the entry of the *Deseret News* into the morning field of publication, DNPC previously purchased, at its sole expense, one TKS Color-Top 5000 printing press and certain related press drive and central system equipment and computer software (collectively, the "TKS Press"), and has also purchased at its sole expense a 33.33 percent interest in a Newsgrip-A Conveyor System (the "Newsgrip-A Conveyor System Interest"), all of which equipment has been leased by DNPC to NAC pursuant to two separate Equipment Lease Agreements between DNPC and the NAC, both dated as of July 1, 2006 and revised as of August 1, 2007 (as further amended or otherwise modified from time to time, the "DNPC Press and Conveyor System Leases"). Effective as of the date of this Agreement, all right, title, and interest of DNPC in and to (i) the TKS Press and Newsgrip-A Conveyor System Interest and (ii) the DNPC Press and Conveyor System Leases shall be assigned, transferred and conveyed by DNPC to Salt Lake Newspaper Production Facilities, LLC, a Delaware limited liability company ("SLNPF"), at no charge, pursuant to that certain Assignment Agreement dated of even date herewith (the "DNPC Assignment Agreement"), between DNPC and SLNPF.

4. Division of Earnings and Losses. Subject to the special allocations provided for in Section 7 hereof and the NAC Operating Agreement, the NAC shall apportion to DNPC and K-T, LLC, in percentages hereinafter set forth, the net income or the net loss of its agency operations hereunder. Each month all receipts and income collected from its newspaper operations as herein provided (except for One-sided Advertising as hereafter set forth), after said special allocations and the payment of operating expenses and other proper expenditures, and retaining such part of said net income as may reasonably be required as working capital for its near-term future operations on a basis consistent with past practices prior to the date of this Agreement, as recommended by the President and approved by the Management Committee,

shall, effective as of the date of this Agreement, be distributed to the parties hereto in percentages as follows: seventy percent (70%) to DNPC and thirty percent (30%) to K-T, LLC. For the avoidance of doubt, the net income (or net loss) of the NAC for periods prior to and including the date hereof shall be prorated and distributed between each of K-T, LLC and DNPC based on the number of days in the month and such party's percentage share of the net income (or the net loss) of the NAC on the relevant day (i.e., (i) on and prior to the date hereof, fifty-eight percent (58%) to K-T, LLC and twenty-eight percent (28%) to DNPC and (ii) following the date of this Agreement, seventy percent (70%) to DNPC and thirty percent (30%) to K-T, LLC). Where one of the newspapers determines as a matter of editorial policy not to carry certain classifications of advertising or certain particular advertisements, all receipts and income collected from such advertising (hereinafter "One-sided Advertising") shall be distributed to the party in whose newspaper the advertisements are run, after payment of related operating expenses as measured by the NAC's production costs; provided, however that if advertising is in fact carried in a newspaper, the newspaper carrying such advertising shall be entitled to participate in the revenues derived therefrom regardless of whether it has a general policy of refusing the advertising in question.

Charges to either party for Extra Editorial Pages (as defined in Section 6.05 hereof), for One-sided Advertising and/or for promotional advertising space which promotes only the *Deseret News* or only *The Salt Lake Tribune*, or which seeks to build community goodwill or to promote charities, community groups or activities solely supported by only one of the parties, shall be based upon the NAC's actual incremental costs of material and labor therefor, as reflected in the operating budget sections of the applicable NAC Annual Plan. Such costs shall be subject to a quarterly adjustment to reflect fluctuations in actual newsprint or other costs from the estimated newsprint costs and other estimated costs reflected in the applicable NAC Annual Plan.

Notwithstanding the foregoing, the Management Committee from time to time shall establish a schedule for production of each of the daily newspapers which imposes reasonable duties on each of the parties to cooperate in meeting page flow, press starts and other production deadlines. If for any reason DNPC or K-T, LLC fails to adhere to said schedule within designated tolerances, such failing party may be assessed a late charge according to a schedule of production costs computed using the NAC's accounting methods. Such charge shall be subject to approval by the Management Committee.

5. Limitations on Activities. Neither party shall engage in any activity which, in the opinion of counsel satisfactory to both of them, would jeopardize the exemption of this Agreement and the parties' joint operating arrangement under the Newspaper Preservation Act.

Neither party shall have the right to utilize the services or facilities of the NAC for any other newspaper publication published by either party without the prior written consent of the other party, and without the entire cost of such services and/or facilities being allocated to the party utilizing them.

Except as otherwise provided in this Agreement, neither party hereto shall publish any newspaper in the State of Utah so long as this Agreement shall remain in force, except as a given area shall be designated in writing by one party to this Agreement as being outside the

then existing primary and secondary market areas of either newspaper (i.e., the Newspaper Designated Market and Retail Trading Zone, as reported to the Alliance for Audited Media) and the other party does not object in writing within sixty (60) days from the receipt of such designation. No such objection shall be made unreasonably, and such objections must be based on the following criteria: the NAC's market penetration in the designated area, such area's importance to the NAC's advertisers, and all other criteria then relevant to a proper determination that such an objection constitutes a necessary and ancillary restraint to this Agreement under the antitrust laws. The restrictions hereinbefore set forth shall not, however, apply to the *Park Record* or any other newspaper now published in Summit County, Utah by the *Park Record*, its owner, Utah Media, Inc., a Delaware corporation, or its successors in interest.

DNPC may, on its own, use the NAC services and facilities to publish for distribution outside the State of Utah (or elsewhere outside the primary market area when designated without objection pursuant to this paragraph) a national or international edition or section of the *Deseret News*. This edition or section may contain advertising at rates and with guidelines and advertising and editorial ratios as may be determined by DNPC's management. DNPC shall pay to the NAC the actual amount of increased out-of-pocket costs actually incurred for this special edition and shall receive the revenues for advertising published in said national or international edition for distribution outside the state of Utah.

6. General Relations and Duties of the NAC. The sole purpose and function of the NAC shall be to act as agent of the parties hereto in the printing, advertising, solicitation and distribution functions of their respective newspapers, and doing such other things as are herein specified, the cost of which shall be paid out of the money collected by the NAC as herein provided. The NAC shall be entitled, as a commission, to a fee in an amount equal to 3.5% of the net income of its agency operations under this Agreement, in keeping with requirements of the Internal Revenue Service, which amount shall be distributed to the parties from time to time based upon their respective percentage of earnings allocation when the commission was charged.

6.01 Management. Management and control of the business of the NAC shall be and remain in the Management Committee. Except as specifically provided in this Agreement, neither the officers, directors or employees of either of the parties hereto shall undertake or assume the direction or control of any of the executive officers or employees of the NAC in the performance of their duties and obligations hereunder.

6.02 NAC as Agent. Except as may be expressly otherwise herein provided, all contracts made by the NAC shall be made in the capacity of agent of the parties hereto and its activities and powers shall be confined entirely to such agency. Except as may be otherwise expressly provided herein, no provision contained herein or in the NAC Articles of Organization or NAC Operating Agreement shall be construed as permitting it to act other than as agent of the parties hereto, as herein provided, during the term of this Agreement and any renewal or extension thereof.

6.03 NAC Duties. The parties hereto shall, except insofar as the NAC itself shall secure the same and/or otherwise acquire the ownership thereof, make available or cause to be made available, for the use of the NAC, as their agent, all records, office equipment and

other facilities necessary to enable the NAC to carry into effect the purposes, objects, terms and conditions of this Agreement. The NAC shall, as agent, except as the parties may otherwise expressly provide herein, (a) continue to perform all of the functions and provide all of the services the NAC heretofore performed and provided under the Amended 2006 JOA; (b) implement the then applicable NAC Annual Plan, (c) solicit, distribute and promote the business of the newspapers of the parties hereto, and do all billing for advertising, circulation and other charges on behalf of the parties hereto; (d) receive and collect all receipts and income from the publication of said newspapers; (e) pay all operating expenses incident to the printing of, the sale of advertising and subscriptions for, and the promotion and distribution of, said newspapers, excepting the news and editorial departments thereof and other functions performed separately by the parties (e.g., internal accounting, etc.), and excluding salaries of the executives of the parties hereto; (f) prepare balance sheets and statements of income, cash flow and owners' equity on a monthly basis, such statements to be prepared on a consistent basis and in accordance with generally accepted accounting principles; (g) keep complete books of account and records of operations and costs, all of which books and records shall be accessible at all times to the parties hereto; (h) prepare and deliver all necessary reports to governmental agencies; (i) promote the advertising in and circulation of both newspapers consistent with provisions of the Preamble and other provisions of this Agreement; and (j) integrate the operations as much as is prudent and businesslike in order to effect all practical economies.

6.04 Subscription Rates/Advertising. The NAC shall have the right to set and establish the respective advertising and subscription rates for the *Deseret News* and *The Salt Lake Tribune* from time to time; provided, however, that circulation rates shall be established in such a manner so as not to constitute a detriment to either of the newspapers with respect to the other or to provide a benefit for either of the newspapers with respect to the other. Whenever the advertising lineage of the *Deseret News* acceptable to it is 85% or less than that of *The Salt Lake Tribune*, the NAC shall restructure the rate card within any legal and economic restraints to again make buying the *Deseret News* space along with that of *The Salt Lake Tribune* as attractive as possible. The classified advertising section shall be identical in each newspaper, except where one of the newspapers refuses to accept certain classifications of advertising or certain particular advertisements, as provided herein (i.e., One-sided Advertising), or except when the advertisers elect to advertise in only one newspaper. Unless the parties agree otherwise, each newspaper's classified advertising section shall carry the separate folio of the newspaper in which it appears.

6.05 Newshole Allocations. During the term of this Agreement, the NAC shall establish the size of each day's edition of the newspapers, and allot to the *Deseret News* the same percentage ratio newshole as *The Salt Lake Tribune*, based on the amount of run of press paid advertising space appearing in each newspaper. The average weekly ratio of newshole to advertising space shall be determined annually in the NAC Annual Plan, provided that in no case shall the amount of space allotted for editorial matter in any single edition be less than ninety-three (93) columns (fifteen and one-half pages), unless otherwise approved by the Management Committee. If either newspaper requires more editorial space than the amount allotted by the NAC in any given week ("Extra Editorial Pages"), the cost of such extra pages beyond the newshole established by the NAC shall be charged to the party requiring the extra pages, in the manner described in Section 4 hereof.

6.06 Working Capital. The parties hereto shall from time to time, upon request of the President and upon the approval of the Management Committee, including the approval of at least one member of the Management Committee appointed by K-T, LLC, provide additional working capital to the NAC, to the extent the amounts retained by the NAC pursuant to Section 4 are inadequate, in the ratio of their respective percentages of earnings and losses (i.e., 70%, in the case of DNPC, and 30%, in the case of K-T, LLC) as set forth in Section 4 hereof, as such amounts may be required to enable the NAC to carry on and perform its duties hereunder. If either party shall fail to provide its required share of additional working capital when due, the other party may elect to provide such share, as an advance on the defaulting party's behalf, which advance shall bear interest at the prime lending rate charged by the Bank of New York until repaid, and which advance shall be repaid in full before the party failing to provide its required share of working capital shall be entitled to receive further distributions of profits of the NAC pursuant to Section 4 hereof.

6.07 Employees. The NAC shall contract with, employ and pay all employees necessary to its operation as provided herein, and shall make contracts in connection with such employment of labor and with independent contractors for the furnishing of labor as may be required; provided, however, that the NAC shall have no role or involvement whatsoever with employment in connection with the operations of the editorial and news departments of the parties hereto.

6.08 Audits. An annual audit of the business of the NAC shall be made by an independent certified public accountant or firm of certified public accountants selected by the Management Committee, with the approval of at least one member of the Management Committee appointed by K-T, LLC if the accounting firm chosen by the Management Committee is not one of the four largest accounting firms in the country, and copies of the reports issued with respect to such audits shall be furnished to each of the parties hereto.

6.09 Agency Status. Except as may otherwise expressly be provided herein, the NAC shall be only an agent and shall act only in an agency capacity for the parties hereto in its operations hereunder, and there is not and shall not be any partnership or joint venture between the parties hereto or between either of the parties hereto and the NAC.

6.10 Accounts to be Paid. Except as herein otherwise provided, the NAC shall pay only such accounts as shall have been incurred by it as an agent of the parties in accordance with the terms of this Agreement.

6.11 Libel Actions. Any expense arising out of claims for libel or alleged libel, and any judgment (including attorney fees) in connection therewith, shall be borne and paid by the party hereto in whose newspaper the libel or alleged libel is published.

6.12 Newsprint. The parties hereto will use their buying power relationships to enable the NAC to purchase newsprint, ink and other printing supplies currently being procured by NAC at the lowest possible price, without markup. In the event a newsprint shortage necessitates reduction in number of pages of *The Salt Lake Tribune* and the *Deseret News*, they shall be reduced equally in number. Without limiting the generality of the foregoing, K-T, LLC agrees that as long as this Agreement is in effect or as long as SLNPF, is printing *The Salt Lake Tribune*, to cause its parent company, MNG, and MNG's successors and assigns, regardless of

whether or not MNG or its successors and assigns owns K-T, LLC or *The Salt Lake Tribune*, to the extent it is able to do so, to make available to the NAC and SLNPF the bulk purchase prices actually received by MNG, or its successors and assigns, for newsprint, ink and such other printing supplies.

6.13 Trademarks, etc. Neither party hereto shall in any manner represent or claim that it has any ownership interest in any trademarks, trade names, service marks and copyrights held by the other party and each party acknowledges that any use by it or by the NAC hereunder of any trademarks, trade names, service marks and copyrights held by the other party shall not create in its or in the NAC's favor any right, title or interest in or to the same.

7. Property Furnished to the NAC. (a) As of the date of this Agreement and after giving effect to the transactions contemplated by the DNPC Assignment Agreement, the NAC leases (collectively, the "Leases") from SLNPF, (i) the TKS Press and the Newsprint-A Conveyor System Interest pursuant to the DNPC Press and Conveyor System Leases, as described in Section 3 above, (ii) a "turn-key" facility in West Valley City, Utah, for the production of the *Deseret News* and *The Salt Lake Tribune* (the "Production Facility") pursuant to that certain West Valley Lease Agreement dated as of July 1, 2006, as revised as of August 1, 2007, by and between SLNPF and the NAC, as amended by the First Amendment to West Valley Lease Agreement dated of even date herewith (as further amended or otherwise modified from time to time, the "Production Facility Lease"), (iii) two printing presses and certain related equipment pursuant to that certain Equipment Lease dated as of July 1, 2006, by and between NAC and SLNPF, as revised as of August 1, 2007 (as amended or otherwise modified from time to time, the "SLNPF Press Lease"), and (iv) the "Equipment" described in that certain Equipment Lease dated as of July 1, 2006, by and between NAC and SLNPF, as revised as of August 1, 2007 (as amended or otherwise modified from time to time, the "Equipment Lease"). If any of the Leases would otherwise terminate or expire prior to the termination of this Agreement, the parties hereto agree, and agree to cause the NAC and, in the case of DNPC, SLNPF, to extend the term of such Lease until the termination of this Agreement. During the term of the Leases, there shall be a special allocation of income (the "Special Allocation Amount") made and paid by the NAC to K-T, LLC monthly in an amount equal to 42.86% of the total monthly rents ("Total Rents") paid by the NAC pursuant to the Leases; provided however, in the event the NAC does not produce sufficient net operating income in order to be able to pay in full both the Total Rents and the Special Allocation Amount at any time, then in such event, each of the parties hereto agrees, on its own behalf and, in the case of DNPC, on behalf of SLNPF, that the Total Rents shall be automatically reduced such that the NAC can pay in full both the Total Rents and the Special Allocation Amount (after taking into account the reduction in the Total Rents) from the net operating income available for distribution by the NAC. Notwithstanding any provision herein or in any Lease or the NAC Operating Agreement to the contrary, each of the parties hereto agrees, on its own behalf and, in the case of DNPC, on behalf of SLNPF, that at no time shall the amounts to be distributed hereunder to K-T, LLC be less than the amounts that would otherwise be distributed to K-T, LLC if the real property, equipment and other property leased by SLNPF to the NAC pursuant to the Leases were leased to the NAC at no charge other than the expenses and costs described below resulting from the fact that the Leases are "triple net" leases. All of the Leases are "triple net" leases to the NAC, and, therefore, during the term of each of the Leases, the NAC shall pay all of the expenses and costs as required by the terms of the Leases.

Notwithstanding the foregoing, any capital expenditures related to the Production Facility will be pro-rated such that the NAC bears a portion equal to the fraction, the numerator of which is the remaining term of this Agreement and the denominator of which is the useful life in the NAC's business (as opposed to its useful life generally) of the applicable capital asset(s). SLNPF will bear the remaining cost. Amending any term of any of the Leases is a Reserved Matter as provided hereinabove.

(b) In addition to the real property, equipment and other property that SLNPF leases to the NAC pursuant to the Leases, DNPC agrees to cause SLNPF to continue to place at the disposal of the NAC, from and after the date of this Agreement through the termination of this Agreement, all other equipment and fixed assets owned by SLNPF and used for the production of *The Salt Lake Tribune* and *Deseret News* as of the date of this Agreement, on the same terms and conditions that such equipment and fixed assets are made available to the NAC as of the date of this Agreement.

8. Independent Editorial and News Departments and Advertising Policies. Each of the parties hereto retains unto itself complete and exclusive control of its news and editorial departments and policies, together with its editorial contracts, conduct and contents, and the selection of its editors and news and editorial department employees. There shall be no merger, combination or amalgamation of editorial or reportorial staffs, and editorial policies shall be independently determined. All expenses of the news and editorial department of each of the parties hereto, including wire and photo services, salaries, compensation, rentals to or for correspondents and bureaus, features and feature services, graphics, internet content, office equipment and supplies, and all other expenses directly attributable to their respective news and editorial departments shall be paid by the respective parties hereto and not by the NAC.

Both parties shall have unlimited discretion to contract with a third party to exercise the newspaper's independent editorial and newsroom rights of expression, but all other rights under this Agreement shall be personal and non-delegable, except as otherwise expressly provided in Section 21 hereof.

Each party hereto retains unto itself complete and exclusive control of its advertising acceptance policies and the content of the advertising to appear in the respective newspaper edited by it. The NAC shall use its best efforts to transfer unacceptable advertising from a feature section to a main section of the newspaper that edits the section and elects to publish such advertising, so long as the advertiser agrees and it is mechanically feasible.

Any claims of third parties or costs or expenses arising from excluding advertising from one of the two newspapers, shall be borne by the party whose policies exclude the same. Any such claims, cost or expense arising from the inclusion of the advertising in one newspaper, when such advertising has been excluded from the other newspaper due to its advertising policies, shall be borne by the publishing newspaper.

9. Circulation Promotions. To implement the provisions of the Preamble to this Agreement, the NAC will devote sufficient funds and efforts to expand marketing, promotion and advertising for the purpose of increasing circulation of both newspapers. Expenditures for these efforts shall be weighted in favor of the newspaper with less overall circulation in its

Newspaper Designated Market. The previous sentence shall not apply to either newspaper if changes in market demand resulting from reductions in frequency or newsroom spending relative to such newspaper render such additional spending economically unreasonable.

The NAC will support expanded geographic distribution for the *Deseret News* and/or *The Salt Lake Tribune* into other key markets outside the primary and secondary market areas (as hereinbefore defined) currently served by either newspaper, whenever practical; provided, however, that if such expansion is undertaken for only one of the newspapers at its request and such expansion occasions any incremental cost to the NAC, the party requesting such expansion shall be charged for such cost and provided further such party shall be entitled to receive all of the circulation revenue received by the NAC from such expanded circulation.

All advertising and promotion of both newspapers shall be done by the NAC, except that either party shall be free to spend whatever it wishes in additional sales promotion of that party's newspaper through the NAC or independently, provided such expenditures shall be coordinated with the NAC's efforts.

10. Ownership of K-T, LLC. The parties confirm that this Agreement creates a special relationship between them that must be honored and preserved. It is therefore agreed that the present ownership of K-T, LLC (i.e., one hundred percent owned by MediaNews Group, Inc.) shall not be changed without written consent of DNPC, which shall not be unreasonably withheld; provided, however, that DNPC shall have the unrestricted discretionary right to withhold its consent if any sale, transfer or conveyance in one or more transactions would result in more than 49% of the ownership of K-T, LLC being held by any entity or entities other than MNG or if any such owner or owners of a minority interest in K-T, LLC, individually or collectively, would have the right to manage or participate in management of K-T, LLC or compel it to take or forbear any action with respect to this Agreement or the management of the NAC.

11. Term and Renewals. This Agreement shall continue until and through the thirty-first day of December, 2020 unless sooner terminated as provided in Section 12 hereof. This Agreement shall automatically renew for succeeding renewal periods of five (5) years each, unless either party shall notify the other in writing at least two (2) years prior to the end of the then current term that it elects to terminate the Agreement at the end of the then current term.

12. Optional Termination. Either party hereto shall have the option to terminate this Agreement at any time upon the happening of any one or more of the following events:

(a) Performance of this Agreement by either or both parties involves a violation of law or of governmental order or decree; or

(b) Change or modification is made in the scope or applicability of the exemption available under the Newspaper Preservation Act which prevents the performance of this Agreement according to its terms; or

(c) As a result of any changes in the Constitution of any state or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by either or both parties in good faith, this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement; or

(d) Because of the bankruptcy or insolvency of a party, there has been or is likely to be an involuntary alienation of the membership interests of the NAC owned by such party.

To exercise such option, the party seeking to terminate this Agreement shall give written notice to the other party within fifteen (15) days following the occurrence of the event upon which termination is to be made describing such event, except that no such termination shall be effective until the expiration of twelve (12) months after giving such written notice wherever it is legally possible, unless such delay in termination would substantially prejudice either or both parties.

13. Rights of Parties on Termination. (a) Upon termination of this Agreement by expiration or otherwise, the parties hereto shall meet and endeavor to work out a just and equitable plan for discontinuing the publication and distribution of *The Salt Lake Tribune* and *Deseret News* by the NAC and the other services provided by the NAC hereunder and dissolving the NAC (a "Distribution Plan"), including, to the extent both parties' Members then continue to own and publish their respective newspapers, a just and equitable plan for liquidating the NAC's assets or distributing the NAC's assets in kind between the parties (after collection of all receivables and payment of all indebtedness and liabilities of the NAC and all costs of dissolution and liquidation), so as, to the extent practicable, to enable the parties to continue publication of *The Salt Lake Tribune* and *Deseret News*, respectively, independently of the NAC. Upon termination of this Agreement, each party shall assume the full operation of its respective newspaper from the NAC at the earliest legally mandated practicable date, subject to the provisions of this Agreement. Except as provided in the Distribution Plan and upon effective distribution of the assets of NAC by the NAC pursuant thereto, neither party shall have any separate right, title or interest in or to any asset of the NAC.

(b) Upon termination of this Agreement (and thus the termination of the Leases, including the Production Facility Lease, unless sooner terminated), for so long as the Production Facility prints the *Deseret News*, SLNPF will, if requested by K-T, LLC, (i) print (but not distribute) *The Salt Lake Tribune* in such quantities and at such times as reasonably requested by K-T, LLC, (ii) provide all newsprint, tools, equipment and supplies (including ink) necessary to print *The Salt Lake Tribune* and (iii) otherwise perform all services necessary to prepare *The Salt Lake Tribune* for distribution and delivery to consumers (collectively, the "Printing Services"). Printing Services will be provided on a basis that does not discriminate between *The Salt Lake Tribune* and the *Deseret News*. Such Printing Services will be provided at fair market value. If at any time that SLNPF is providing Printing Services to K-T, LLC the parties cannot agree on the then fair market value of the Printing Services, then DNPC shall cause SLNPF to continue to provide the Printing Services (x) at the same price as SLNPF then charges for providing the same services for *USA Today*, if SLNPF is then printing *USA Today*, (y) if SLNPF is not then printing *USA Today* but is then printing *The Wall Street Journal*, at the same price as SLNPF then

charges to provide the same services for *The Wall Street Journal*, or (z) if SLNPF is not then printing *USA Today* or *The Wall Street Journal* but is then printing a daily newspaper with a daily volume at least equal to 80% of the daily volume requested by K-T, LLC for *The Salt Lake Tribune*, the same price as SLNPF then charges for providing the same services for such daily newspaper. If none of the pricing mechanisms described in the preceding sentence are available to the parties, then the pricing shall be established in good faith by DNPC by identifying two other daily newspapers that are printed by unaffiliated companies in those metropolitan areas closest to Salt Lake City that are at least as large as the Salt Lake City metropolitan area, and averaging the prices paid by such daily newspapers for services substantially similar to the Printing Services.

(c) Upon termination of this Agreement, both parties shall be given full access to all circulation, subscriber and single copy distribution lists, advertising account records, and market research data relating to both newspapers. The NAC shall be dissolved as soon as practicable, and the cost and expense thereof paid from such funds as the NAC may have on hand, and, if insufficient, the deficiency shall be funded by the parties hereto in the same proportion to which they are entitled to participate in the earnings of the NAC at the time of dissolution. Accounts or obligations incurred by the NAC prior to or in connection with such dissolution and any of its then outstanding commitments shall be paid or provided for out of funds it may have on hand and, if such funds are insufficient, shall be paid or provided for by the parties in the same proportion to which they are entitled to participate in the earnings of the NAC at the time of dissolution. Property other than cash and accounts receivable which may be in the custody of the NAC, shall be delivered to the parties herein in accordance with their respective interests therein. Any remaining cash on hand with the NAC that is not needed for the payment of accounts or obligations, as aforesaid, or required to be set aside for liquidation of commitments, together with notes and accounts receivable, shall be delivered to the parties hereto in such proportion as they may be entitled to participate in the earnings of the NAC at the time of dissolution. If, upon termination of this Agreement, the parties are unable to agree upon a distribution plan and its implementation, either party may petition for a court-appointed receiver to effect a dissolution of the NAC and distribution of its assets pursuant to Rule 66(h) of the Utah Rules of Civil Procedure. If a receiver is appointed, the parties hereto will stipulate that the provisions of this Agreement will be implemented by the receiver to the full extent permitted by law.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or by a recognized air courier service, as follows:

If to DNPC to:

Deseret News Publishing Company
5 Triad Center, Suite 500
55 N. 300 West
Salt Lake City, Utah 84110
Attention: President

with a copy to:

Kirton McConkie
Kirton McConkie Building
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attention: Robert C. Hyde

If to K-T, LLC to:

Kearns-Tribune, LLC
c/o MediaNews Group, Inc.
101 W. Colfax Ave, Suite 1100
Denver, CO 80202
Attention: Chief Financial Officer

with a copy to:

Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, New York 10004
Attention: James Modlin

or to such other address or addresses as shall be designated in writing. All notices shall be effective when received.

15. Confidentiality. Except as required by law, legal process, government regulators, or as reasonably necessary for performance of their obligations or enforcement of their rights under this Agreement, without the prior written consent of the other, the parties hereto will treat and hold as confidential all confidential information disclosed to or received by them relating to the business of the NAC, including all intellectual property rights, in each case excluding information that (a) at the time of disclosure or receipt is in the public domain or thereafter enters the public domain without any act or omission of receiving party, (b) was in possession of the receiving party before its disclosure hereunder, or (c) is obtained by the receiving party from a third party who does not thereby breach an obligation of confidence to either party to this Agreement and who discloses it in good faith.

16. Internet and Digital Operations. (a) From the date of this Agreement, except as otherwise set forth in this Agreement, the NAC shall have no ownership interest or involvement in the internet and digital operations of DNPC and K-T, LLC, and all digital and internet operations owned by or associated with each party's newspaper, including without limitation all websites each party owns, including deseretnews.com, in the case of DNPC, and sltrib.com, utahsright.com, tribpreps.com, slcdailydeal.com, saltlakecrawler.com, slcbuzz.com, tribaccess.com, tribphoto.com, tribtalk.com, tribtowns.com and utahnsatwar.com, in the case of K-T, LLC. The NAC will continue to operate all internet and digital services owned by the NAC and associated with businesses owned or managed by the NAC that are not associated with or related to the parties' newspaper operations. Further, notwithstanding the foregoing,

subject to the right of K-T, LLC and DNPC, and their digital or other affiliates, to reject any such advertising, the NAC may, as the NAC deems prudent, sell digital advertising for sltrib.com and deseretnews.com (with the revenues from such sales being shared by the DNPC and K-T, LLC in accordance with their respective Percentage Interests (as defined in the NAC Operating Agreement) in the NAC (i.e., effective as of the date of this Agreement, 70% of such revenues shall be allocated to DNPC and 30% of such revenues shall be allocated to K-T, LLC)).

(b) As of the date of this Agreement, NAC manages the sale and distribution of digital obituaries for deseretnews.com and sltrib.com. As long as it does so, all revenues and expenses related to digital obituaries will be apportioned among the parties in accordance with their respective Percentage Interests in the NAC (i.e., effective as of the date of this Agreement, 70% of such revenues and expenses shall be allocated to DNPC and 30% of such revenues and expenses shall be allocated to K-T, LLC). Upon 90 days advance written notice to the NAC and the other party, either party, in its sole discretion, may elect to assume management of the sale and distribution of its own digital obituaries, and thereafter shall retain all revenues and pay all expenses associated therewith. If either party makes the election set forth in the immediately preceding sentence, the NAC may continue to sell print and digital obituaries for the other newspaper and that party's website (i.e., deseretnews.com, in the case of DNPC, and sltrib.com, in the case of K-T, LLC) (the "Remaining Website"), provided, however, that all revenues and expenses thereafter associated with sales of obituaries by the NAC for the Remaining Website shall be allocated entirely to the owner of the Remaining Website.

(c) Unless and until the parties agree otherwise, the NAC shall manage the sale and distribution of legal notices for deseretnews.com and sltrib.com. All revenues and expenses related to legal notices will be apportioned among the parties in accordance with their respective Percentage Interests in the NAC (i.e., effective as of the date of this Agreement, 70% of such revenues and expenses shall be allocated to DNPC and 30% of such revenues and expenses shall be allocated to K-T, LLC).

17. Counterparts. This Agreement may be executed in two or more counterparts by the parties hereto, each of which when so executed will be an original, but all of which together will constitute one and the same instrument. Copies of signatures shall be treated as originals for all purposes.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties hereto and their lawful successors and assigns. No other person shall have any rights, interest, or claims hereunder or otherwise be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

20. Take Action. Each of the parties hereto agrees to take all corporate or other action necessary to carry out and effectuate the intent, purposes and provisions of this Agreement and to cooperate with the other party in every reasonable way that will promote successful and lawful operation of this Agreement for both parties.

21. Successors and Assigns. Because of the special and fiduciary relationship created hereby, neither this Agreement nor any of the rights or obligations of either party thereto shall be assignable or delegable by either party without the written consent of the other. Any authorized assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

22. Equitable Remedies. Because of the special relationship perpetuated by this Agreement and because the parties hereto stipulate that an award of damages for breach of this Agreement will not provide an adequate remedy for such breach, the parties shall be entitled to specific performance of the terms of this Agreement and other appropriate equitable remedies.

23. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, invalid, non-binding, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same illegal, invalid, non-binding, inoperative, or unenforceable to any extent whatever.

24. NAC Binding Approval. The parties shall cause the NAC to approve and accept in writing all of the terms hereof applying to it, with duplicate original executed copies thereof delivered to each of the parties hereto.

25. Department of Justice Filing. The parties hereto shall file, or cause to be filed, a copy of this Agreement and the Amended 2006 JOA with the United States Department of Justice (“DOJ”) as soon as practicable (and in any event no later than 30 days from the date of this Agreement), and thereafter the parties shall consult and cooperate with each other in responding to any requests for information or documents that may be received from the DOJ.

26. Conflicts. If there is any conflict or inconsistency between any provision in this Agreement and any provision in the NAC Operating Agreement, the provision in this Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed at Salt Lake City, Utah, the day and year first above written.

DESERET NEWS PUBLISHING
COMPANY

By: 
Clark Gilbert, President

KEARNS-TRIBUNE, LLC

By: _____

Newspaper Agency Company, LLC hereby approves and accepts the foregoing Agreement and agrees to be bound by terms and provisions thereof applicable to it.

NEWSPAPER AGENCY COMPANY, LLC

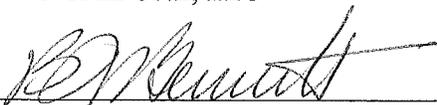
By: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed at Salt Lake City, Utah, the day and year first above written.

DESERET NEWS PUBLISHING
COMPANY

By: _____

KEARNS-TRIBUNE, LLC

By: 
Barbara J. Bennett
President and Chief Financial Officer

Newspaper Agency Company, LLC hereby approves and accepts the foregoing Agreement and agrees to be bound by terms and provisions thereof applicable to it.

NEWSPAPER AGENCY COMPANY, LLC

By: _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed at Salt Lake City, Utah, the day and year first above written.

DESERET NEWS PUBLISHING
COMPANY

By: _____

KEARNS-TRIBUNE, LLC

By: _____

Newspaper Agency Company, LLC hereby approves and accepts the foregoing Agreement and agrees to be bound by terms and provisions thereof applicable to it.

NEWSPAPER AGENCY COMPANY, LLC

By: 
Brent J. Low
President & CEO