

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle New Media Investments, LLC		11/21/2012	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chicagoland Publishing Company		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2742591	CHICAGO	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028874000		
Email:	dlee@akingump.com		
Correspondent Name:	David C. Lee		
Address Line 1:	2001 K Street N.W.		
Address Line 2:	Robert S. Strauss Tower		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	David C. Lee		
SIGNATURE:	/David C. Lee/		
DATE SIGNED:	07/28/2021		
Total Attachments: 68			
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CHICAGOLAND PUBLISHING COMPANY
a Delaware corporation

UNANIMOUS WRITTEN CONSENT OF DIRECTORS

November 20, 2012

The undersigned, being all of the members of the Board of Directors (the "Board") of Chicagoland Publishing Company, a Delaware corporation (the "Company"), hereby waive all notice of the time, place and purpose of a meeting and consent to, approve and adopt the following resolutions without a meeting pursuant to Section 141(f) of the Delaware General Corporation Law, as amended (the "DGCL"):

WHEREAS, provision for the matters set forth in the following resolutions is contained in an order entered by the United States Bankruptcy Court for the District of Delaware, having jurisdiction of a proceeding under the Bankruptcy Code (11 U.S.C. §101 et seq.), confirming a plan of reorganization.

ASSET TRANSFER

WHEREAS, the Board desires that the Company accept the transfer of certain assets of Eagle New Media Investments, LLC, a Delaware limited liability company (the "Asset Transfer"), pursuant to the terms and provisions of the Chicago Magazine Asset Transfer Agreement substantially in the form attached hereto as Exhibit A (the "Asset Transfer Agreement").

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that each of the Asset Transfer and the execution by the Company of the Asset Transfer Agreement be, and hereby are, deemed advisable and in the best interests of the Company and its sole stockholder;

FURTHER RESOLVED, that the Asset Transfer Agreement substantially in the form attached hereto as Exhibit A be, and hereby is, approved in all respects, that the transactions contemplated thereby be, and they hereby are, approved and adopted in all respects, and, subject to receipt of approval by the sole stockholder of the Company, the officers of the Company be, and each of them hereby is, authorized, empowered and directed to execute and deliver, in the name and on behalf of the Company, the Asset Transfer Agreement, with such changes as such officer or officers shall approve (such approval to be conclusively evidenced by such execution);

FURTHER RESOLVED, that the Asset Transfer be, and hereby is, approved and adopted on the terms set forth in the Asset Transfer Agreement;

FURTHER RESOLVED, that the Asset Transfer and the Asset Transfer Agreement be submitted to the sole stockholder of the Company, and the Board hereby recommends that the sole stockholder of the Company approve and adopt the Asset Transfer and the Asset Transfer Agreement;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver any and all documents and to pay all fees and expenses in connection with the Asset Transfer and to do or cause to be done all acts as such officer or officers may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions; and

FURTHER RESOLVED, that any and all action heretofore taken by any director, officer or employee of the Company in connection with any of the matters contemplated by the foregoing resolutions or any documents relating thereto be, and hereby is, ratified, confirmed and approved in all respects.

CONVERSION

WHEREAS, the Board desires to convert the Company's organizational structure, following the Asset Transfer, from a Delaware corporation into a Delaware limited liability company named "Chicagoland Publishing Company, LLC" in accordance with the Delaware Limited Liability Company Act, as amended (the "DLLCA") and the DGCL (the "Conversion").

NOW, THEREFORE, BE IT RESOLVED, that the Board has determined that the Conversion is advisable and in the best interest of the Company and its sole stockholder;

FURTHER RESOLVED, that the Board hereby authorizes and approves the Conversion;

FURTHER RESOLVED, that the Certificate of Formation substantially in the form attached hereto as Exhibit B (the "Certificate of Formation"), the Certificate of Conversion substantially in the form attached hereto as Exhibit C (the "Certificate of Conversion") and the Limited Liability Company Agreement substantially in the form attached hereto as Exhibit D (the "Limited Liability Company Agreement") be, and they hereby are, approved and adopted in all respects and shall be submitted to the sole stockholder of the Company for approval;

FURTHER RESOLVED, that the Board hereby recommends that the sole stockholder of the Company approve and adopt the Certificate of Formation, the Certificate of Conversion, the Limited Liability Company Agreement and the Conversion;

FURTHER RESOLVED, that upon approval and adoption by the sole stockholder of the Company of the Certificate of Formation, the Certificate of Conversion and the Conversion, the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute the Certificate of Formation and the Certificate of Conversion and simultaneously file the Certificate of Formation and the Certificate of Conversion with the Secretary of State of the State of Delaware in accordance with Section 18-214 of the DLLCA;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to

execute and deliver any and all other documents, to pay all fees and expenses in connection with the Conversion and to do or cause to be done all acts as such officer or officers may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions; and

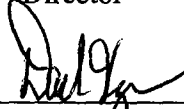
FURTHER RESOLVED, that any and all action heretofore taken by any director, officer or employee of the Company in connection with any of the matters contemplated by the foregoing resolutions or any documents relating thereto be, and hereby is, ratified, confirmed and approved in all respects.

This Consent may be executed in counterparts and shall be filed with the minutes of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.



Name: David P. Eldersveld
Title: Director



Name: Daniel G. Kazan
Title: Director

*Signature page to Chicagoland Publishing Company
Unanimous Written Consent of Directors*

Exhibit A

Asset Transfer Agreement

CHICAGO MAGAZINE ASSET TRANSFER AGREEMENT

CHICAGO MAGAZINE ASSET TRANSFER AGREEMENT (this "Agreement"), dated as of November 21, 2012, between Chicagoland Publishing Company, a Delaware corporation ("Transferee"), and Eagle New Media Investments, LLC, a Delaware limited liability company ("Transferor").

WHEREAS, Transferor owns, operates and publishes *Chicago Magazine* (the "Business"); and

WHEREAS, pursuant to the order of the United States Bankruptcy Court for the District of Delaware (the "Confirmation Order") confirming the Fourth Amended Joint Plan of Reorganization for Tribune Company and its Subsidiaries Proposed by the Debtors, the Official Committee of Unsecured Creditors, Oaktree Capital Management, L.P., Angelo, Gordon & Co., L.P., and JPMorgan Chase Bank, N.A. (the "Plan of Reorganization"), Transferor shall transfer to Transferee, and Transferee shall receive from Transferor, substantially all of the assets, properties and business of Transferor with respect to the Business, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties to this Agreement agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1. Definitions. In this Agreement, the following terms have the meanings specified or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms.

"Agreement" has the meaning specified in the first paragraph of this Agreement.

"Assigned Contracts" has the meaning specified in Section 4.1.

"Assumed Liabilities" has the meaning specified in Section 2.3.

"Bankruptcy Code" has the meaning specified in Section 4.1.

"Business" has the meaning specified in the first recital of this Agreement.

"Confirmation Order" has the meaning specified in the second recital of this Agreement.

"Effective Time" means immediately prior to the effective time of the merger of Transferor with and into Tribune Publishing Company, LLC, a Delaware limited liability company, contemplated by that certain Certificate of Merger filed with the Secretary of State of the State of Delaware.

“**Excluded Assets**” has the meaning specified in Section 2.2.

“**Excluded Liabilities**” has the meaning specified in Section 2.4.

“**Plan of Reorganization**” has the meaning specified in the second recital of this Agreement.

“**Shared-Use Assets**” means the assets and properties of Transferor of every kind and description, wherever located, real, personal or mixed, tangible or intangible, that are used in both the Business and any other business conducted by Transferor or any of its other subsidiaries or affiliates and which is not used primarily in connection with the Business.

“**Transferred Assets**” has the meaning specified in Section 2.1.

“**Transferee**” has the meaning specified in the first paragraph of this Agreement.

“**Transferor**” has the meaning specified in the first paragraph of this Agreement.

1.2. Interpretation. For purposes of this Agreement, (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation,” (ii) the word “or” is not exclusive and (iii) the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein to Sections mean the Sections of this Agreement. Titles to Articles and headings of Sections are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement.

ARTICLE II

ASSET TRANSFER

2.1. Transferred Assets. Upon the terms and subject to the conditions of this Agreement, effective as of the Effective Time, Transferor hereby transfers, assigns, conveys and agrees to deliver to Transferee, and Transferee hereby accepts and acquires from Transferor, on a going concern basis, all of the business and operations of Transferor related to the Business and all right, title and interest of Transferor in, to and under the assets and properties of Transferor of every kind and description, wherever located, real, personal or mixed, tangible or intangible, used in connection with the Business as the same shall exist at the Effective Time other than the Excluded Assets (collectively, the “Transferred Assets”).

2.2. Excluded Assets. Notwithstanding the provisions of Section 2.1, the Transferred Assets shall not include any Shared-Use Assets (collectively, the “Excluded Assets”).

2.3. Assumed Liabilities. Effective as of the Effective Time, Transferee hereby assumes and agrees to discharge all obligations and liabilities of Transferor (i) with respect to the Business and the Transferred Assets in accordance with their respective terms and subject to the respective conditions thereof and (ii) arising out of, or relating to, the

consummation of the transactions contemplated hereby (excluding any Excluded Liabilities, the "Assumed Liabilities").

2.4. Excluded Liabilities. Transferee does not assume and shall not be obligated to pay, perform or otherwise discharge any liability or obligation of Transferor in respect of any Excluded Assets (collectively, the "Excluded Liabilities").

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties of Transferor. As an inducement to Transferee to enter into this Agreement and to consummate the transactions contemplated hereby, Transferor represents and warrants to Transferee and agrees as follows:

(a) Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to own or lease and to operate and use its properties and assets and to carry on its business as now conducted.

(b) Transferor has full power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Transferor have been duly authorized and approved by Transferor's sole member and do not require any further authorization or consent of Transferor or its sole member. This Agreement has been duly authorized, executed and delivered by Transferor and is the legal, valid and binding obligation of Transferor enforceable in accordance with its terms.

3.2. Representations and Warranties of Transferee. As an inducement to Transferor to enter into this Agreement and to consummate the transactions contemplated hereby, Transferee hereby represents and warrants to Transferor and agrees as follows:

(a) Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Transferee has full power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Transferee is being carried out in accordance with Section 303 of the Delaware General Corporation Law and do not require any further authorization or consent of Transferee or its board of directors. This Agreement has been duly authorized, executed and delivered by Transferee and is the legal, valid and binding agreement of Transferee enforceable in accordance with its terms.

ARTICLE IV

CONTRACTS

4.1. **Assignment and Assumption of Contracts.** The parties hereto acknowledge and agree that any and all contracts, agreement and leases that constitute Transferred Assets (the "Assigned Contracts") are being assigned in accordance with, and subject to, the Confirmation Order and the Plan of Reorganization, which provide that such Transferred Assets shall (i) be transferred to, assumed by, and/or vest in, Transferee pursuant to this Agreement in accordance with title 11 of the United States Code (the "Bankruptcy Code") and the terms of the Plan of Reorganization and (ii) as of the Effective Time, shall be deemed assigned and transferred to, and shall remain in full force and effect for the benefit of, Transferee pursuant to sections 105, 365 and 1123 of the Bankruptcy Code, notwithstanding any provision in such contract or lease (including those described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that purports to restrict, prohibit or otherwise require any third-party consent for any such assignment or transfer, or that purports to enable or require the termination of any such contract, agreement or lease.

ARTICLE V

GENERAL PROVISIONS

5.1. **Successors and Assigns.** This Agreement and the terms, obligations and benefits hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors (whether by merger, dissolution, operation of law or otherwise) and assigns.

5.2. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements or understandings between or among any of the parties hereto.

5.3. **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

5.4. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties hereto. Delivery of an executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement.

5.5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.

5.6. Disclaimer of Warranties. TRANSFEROR IS TRANSFERRING THE TRANSFERRED ASSETS ON AN "AS IS, WHERE IS" BASIS AND THE TRANSFEROR DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE TRANSFERRED ASSETS OR THE ASSUMED LIABILITIES. THE TRANSFEROR MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES AND NO IMPLIED WARRANTY WHATSOEVER.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CHICAGOLAND PUBLISHING
COMPANY**

By: Phil Doherty
Name: Phil Doherty
Title: Treasurer

**EAGLE NEW MEDIA INVESTMENTS,
LLC**

By: _____
Name: Chandler Bigelow III
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CHICAGOLAND PUBLISHING
COMPANY**

By: _____
Name: Phil Doherty
Title: Treasurer

**EAGLE NEW MEDIA INVESTMENTS,
LLC**

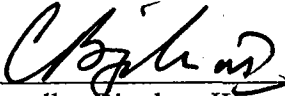
By:  _____
Name: Chandler Bigelow III
Title: President

Exhibit B

Certificate of Formation

CERTIFICATE OF FORMATION
OF
CHICAGOLAND PUBLISHING COMPANY, LLC

This Certificate of Formation of Chicagoland Publishing Company, LLC (the "Company"), dated November 21, 2012, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et. seq.).

FIRST. The name of the limited liability company formed hereby is:

Chicagoland Publishing Company, LLC

SECOND. The address of the registered office of the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, New Castle County. The name of the registered agent of the Company for service of process at such address is Corporation Service Company.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

By: *David P. Eldersveld*
David P. Eldersveld
Authorized Person

Exhibit C

Certificate of Conversion

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
OF A CORPORATION INTO
A LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT**

November 21, 2012

1. The jurisdiction where the Corporation first formed is Delaware.
2. The jurisdiction immediately prior to filing this Certificate is Delaware.
3. The date the Corporation first formed is December 19, 1994.
4. The name of the corporation immediately prior to filing this Certificate is Chicagoland Publishing Company.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Chicagoland Publishing Company, LLC.

* * * * *

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the corporation has executed this Certificate of Conversion as of the date first set forth above.

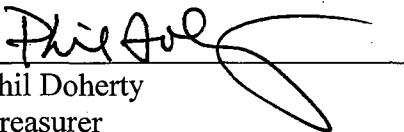
By: 
Phil Doherty
Treasurer

Exhibit D

Limited Liability Company Agreement

CHICAGOLAND PUBLISHING COMPANY, LLC
a Delaware Limited Liability Company

LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Chicagoland Publishing Company, LLC, a Delaware limited liability company (the "Company"), is made and entered into as of December 30, 2012, by Chicago Tribune Company, LLC, a Delaware limited liability company and the sole member of the Company (the "Member").

PRELIMINARY STATEMENT

WHEREAS, a Certificate of Formation (the "Certificate of Formation") has heretofore been filed with the Secretary of State of the State of Delaware to form the Company under and pursuant to the Delaware Limited Liability Company Act, as amended (the "Act");

WHEREAS, the Member owns 100% of the membership interests of the Company; and

WHEREAS, in accordance with the Act, the Member desires to enter into this Agreement to set forth the rights, powers and interests of the Member with respect to the Company and its membership interests therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, the Member agrees as follows:

ARTICLE I
ORGANIZATION

1.1 Formation. The Company has been formed as a Delaware limited liability company under and pursuant to the Act by the filing of a Certificate of Formation with the Office of the Secretary of State of Delaware. In the event of a conflict between the terms of this Agreement and the Certificate of Formation, the terms of the Certificate of Formation shall prevail.

1.2 Name. The name of the Company is Chicagoland Publishing Company, LLC. To the extent permitted by the Act, the Company may conduct its business under one or more assumed names deemed advisable by the Member or an officer of the Company.

1.3 Purposes. The purpose of the Company is to engage in any lawful business or activity for which a limited liability company may be formed under the Act and to engage in any and all activities necessary or incidental thereto. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers and privileges granted by the Act.

1.4 Duration. The Company shall continue in existence until the Company shall be dissolved and its affairs wound up in accordance with this Agreement and, to the extent not superseded by this Agreement, the Act.

1.5 Registered Office and Registered Agent; Principal Office.

(a) The registered office of the Company, required by the Act to be maintained in the State of Delaware, shall be the initial registered office named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Member or an officer of the Company may designate from time to time in the manner provided by the Act.

(b) The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other person or entity as the Member or an officer of the Company may designate in the manner provided by the Act.

(c) The principal office of the Company shall be at such place as the Member or an officer of the Company may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there for inspection as required by the Act. The Company may have such other offices as the Member or an officer of the Company may designate from time to time.

1.6 Qualification; Filings. The Member and any officer of the Company may execute, deliver and file any certificates or documents (and any amendments and/or restatements thereof) necessary or appropriate for the continuation, qualification and operation of a limited liability company in Delaware and in any other jurisdiction in which the Company may elect to do business.

ARTICLE II MEMBERSHIP INTERESTS

2.1 Sole Member. As of the date hereof, the Member is the sole member of the Company and owns 100% of the membership interests of the Company and no other person has any right to take part in the ownership of the Company.

2.2 Assignments. The Member may assign in whole or in part its membership interests in the Company. If the Member transfers all of its membership interests pursuant to this Section 2.2, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor shall cease to be a member of the Company.

2.3 Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

2.4 Certificates. The membership interests of the Company shall be certificated. Any officer of the Company is authorized to execute membership certificates on behalf of the Company in form and substance as such officer shall approve.

2.5 Transfers and Pledges. This Agreement shall not impose any restriction on the right of the Member to sell, transfer, assign, dispose of or pledge as collateral any membership interest of the Company.

2.6 Membership Interests are Securities for UCC Purposes. The membership interests of this Company shall constitute a "security" governed by Article 8 of the Uniform Commercial Code of the State of Delaware (the "UCC") and any certificate evidencing such membership interest is a "certificated security" within the meaning of Section 8-102(a)(4) of the UCC.

2.7 Liability to Third Parties. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated or liable in any capacity (including as a member or as a manager of the Company) for any such debt, obligation or liability, including under any judgment, decree or order of any court.

ARTICLE III CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

3.1 No Required Capital Contributions. The Member shall not be obligated to make any capital contributions to the Company.

3.2 Withdrawal of Capital. Except as otherwise provided herein or in the Act, the Member shall have no right to withdraw, or receive any return of, all or any portion of the Member's capital contributions.

3.3 Interest. No interest shall be paid by the Company on capital contributions.

3.4 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its membership interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

ARTICLE IV MANAGEMENT OF THE COMPANY

4.1 Management of Business. Except as otherwise expressly provided in this Agreement, in accordance with Section 18-402 of the Act, and subject to Section 4.2, management of the Company shall be vested in the Member and the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member. The Member has the authority to bind the Company.

4.2 Officers.

(a) General. The Member may, from time to time, appoint officers of the Company to assist with the management of the business affairs of the Company. The officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. Unless the Member decides otherwise, if the title of an officer is one commonly used for officers of a corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. The Member may appoint a Chief Executive Officer, President, one or more Vice Presidents, Secretary, one or more Assistant Secretaries, Treasurer, one or more Assistant Treasurers and such other officers as the Member may determine. Any number of offices may be held by the same person.

(b) Term; Removal. Each officer of the Company shall hold office until such officer's successor is chosen and qualified or such officer's earlier death, resignation or removal. Any officer appointed by the Member may be removed at any time by the Member, with or without cause.

(c) Authority. Each officer of the Company shall have the authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company in accordance with the power and authority delegated to such officer pursuant to this Agreement or otherwise by the Member or in accordance with applicable procedures and practices of the Company.

ARTICLE V MEETINGS OF MEMBERS

5.1 Meetings. Meetings of members shall not be required as long as the Member remains the sole member of the Company.

5.2 Action by Written Consent. Any action that may be taken at a meeting of the members may be taken without a meeting if consented to, in writing or by electronic transmission, in accordance with Section 18-302 of the Act. Such consent shall have the same force and effect as a vote of the Member at a meeting duly called and held. No prior notice from the Member to the Company shall be required in connection with the use of a consent pursuant to this Section 5.2.

ARTICLE VI OWNERSHIP OF COMPANY PROPERTY

6.1 All interests, properties, whether real or personal, rights of any type owned or held by the Company, whether owned or held by the Company at the date of its formation or thereafter acquired (collectively, "Company Property"), shall be deemed to be owned by the Company as an entity, and no member shall have any ownership interest in such Company Property or any portion thereof. Title to any or all Company Property may be held in the name of the Company or one or more nominees, as the Member or an officer of the Company may

determine. All Company Property shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company Property is held.

ARTICLE VII BOOKS AND RECORDS

7.1 Books and Records of Account. The Company shall maintain adequate books and records of account that shall be maintained on the accrual method of accounting. All of the books of account of the Company shall at all times be maintained at the principal office of the Company, or at such other place or places as may be designated by the Member or an officer of the Company.

7.2 Bank Accounts. The Company may maintain one or more bank, securities, brokerage or other accounts for such funds or other assets of the Company as it shall choose to deposit therein, and withdrawals therefrom shall be made upon such signature or signatures as the Member or an officer of the Company shall determine.

7.3 Company Tax Returns. The Company shall file all tax returns, if any, required to be filed by the Company.

7.4 Audits. The Company is not required to perform an audit each fiscal year but will do so if requested by the Member.

7.5 Fiscal Year. The fiscal year of the Company shall begin on the first Monday after the last Sunday in December of each year and end on the last Sunday in the following December.

ARTICLE VIII INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 Right to Indemnification.

(a) Right to Indemnification of Members and Officers. The Company shall indemnify and hold harmless, to the fullest extent permitted by law as it presently exists or may hereafter be amended, any person or entity (an "Indemnified Person") who was or is a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a member or any partner, member, director, trustee, manager, officer or employee of a member (each, a "Member Party") or an officer of the Company or, while a Member Party or an officer of the Company, is or was serving at the request of the Company as a director, officer, trustee, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise, nonprofit entity or other entity of any type, including service with respect to any employee benefit plan, whether the basis of such Proceeding is alleged action in an official capacity as a Member Party or an officer or in any other capacity while serving at the request of the Company, as a director, officer, trustee, manager, employee or agent, against all liability and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by

such Indemnified Person in such Proceeding; provided that, as provided in the Fourth Amended Joint Plan of Reorganization for Tribune Company and its Subsidiaries Proposed by the Debtors, the Official Committee of Unsecured Creditors, Oaktree Capital Management, L.P., Angelo, Gordon & Co., L.P., and JPMorgan Chase Bank, N.A., filed pursuant to Section 1121(a) of the Bankruptcy Code, as amended (the "Plan of Reorganization"), no such indemnification or reimbursement rights shall apply to any LBO-Related Causes of Action (as defined in the Plan of Reorganization) arising prior to December 8, 2008. Notwithstanding the preceding sentence, except as otherwise provided in Section 8.1(c), the Company shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by or on behalf of such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Member. The Company hereby agrees: (i) that it is the indemnitor of first resort (i.e., in the event any Indemnified Person has the right to receive indemnification from one or more sponsors, affiliates or third parties, the Company's obligations to such Indemnified Person are primary); and (ii) that it shall be required to pay the full amount of expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection with any Proceeding in advance of its final disposition as required by the terms of this Agreement, without regard to (A) any rights such Indemnified Person may have, or the exercise of any such rights by such Indemnified Person, against any other sponsors, affiliates or third parties or (B) any advance or payment made by such sponsors, affiliates or third parties on behalf of such Indemnified Person with respect to any claim for which such Indemnified Person is entitled to indemnification from the Company; and (iii) that it irrevocably waives, relinquishes and releases such sponsors or affiliates from any and all claims against such sponsors or affiliates for contribution, subrogation or any other recovery of any kind in respect thereof.

(b) Prepayment of Expenses. The Company shall pay the expenses (including attorneys' fees) actually and reasonably incurred by an Indemnified Person in connection with any Proceeding in advance of its final disposition; provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Section 8.1 or otherwise.

(c) Claims by Indemnified Persons. If a claim for indemnification or advancement of expenses under this Section 8.1 is not paid in full within thirty (30) days after a written claim therefor by the Indemnified Person has been received by the Company (and any undertaking required under Section 8.1(b)), the Indemnified Person may file suit to recover the unpaid amount of such claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an advancement of expenses, the Indemnified Person shall be entitled to be paid the expense of prosecuting or defending such claim. In any such action, the Company shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under the terms of this Agreement and applicable law.

(d) Indemnification of Employees and Agents. The Company may indemnify and advance expenses to any person who was or is made or is threatened to be

made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Company or, while an employee or agent of the Company, is or was serving at the request of the Company as a director, officer, trustee, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise, nonprofit entity or other entity of any type, including service with respect to any employee benefit plan, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-officer employees or agents shall be made in such manner as is determined by the Member in its sole discretion. Notwithstanding the foregoing sentence, the Company shall not be required to indemnify a person described therein in connection with a Proceeding initiated by or on behalf of such person if the Proceeding was not authorized in advance by the Member.

(e) Advancement of Expenses of Employees and Agents. The Company may pay the expenses (including attorneys' fees) actually and reasonably incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Member.

(f) Non-Exclusivity of Rights. The rights conferred on any person or entity by this Section 8.1 shall not be exclusive of any other rights which such person or entity may have or hereafter acquire under any statute, provision of this Agreement, decision of the Member, agreement or otherwise.

(g) Other Indemnification. Except as provided in Section 8.1(a), the Company's obligation under the provisions of this Section 8.1, if any, to indemnify any person who was or is serving at its request as a director, officer, trustee, manager, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise, nonprofit entity or other entity of any type, including service with respect to any employee benefit plan, shall be reduced by any amount such person collects as indemnification from such other corporation or such partnership, joint venture, limited liability company, trust, enterprise, nonprofit entity or other entity of any type; provided that no Indemnified Person shall have the obligation to reduce, offset, allocate, pursue or apportion any indemnification advancement, contribution or insurance coverage among multiple parties possessing such duties to such Indemnified Person prior to the Company's satisfaction of its obligations under the provisions of this Section 8.1.

(h) Insurance. The Member or an officer of the Company may, to the full extent permitted by law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain, at the Company's expense, insurance: (i) to indemnify the Company for any obligation which it incurs as a result of the indemnification of any member, officer, employee or agent under the provisions of this Section 8.1; and (ii) to indemnify or insure any Member Party, officer, employee or agent against liability in instances in which they may not otherwise be indemnified by the Company under the provisions of this Section 8.1.

(i) Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Section 8.1, or adoption of any provision of this Agreement inconsistent with this Section 8.1, shall not adversely affect any right or protection hereunder of any person or entity in respect of any act or omission occurring prior to the time of such repeal, modification or adoption of any inconsistent provision. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's or entity's heirs, executors, administrators, receivers, trustees, successors, assignees and transferees.

8.2 Limit on Liability of Member. The indemnification set forth in this Agreement shall in no event cause the Member to incur any liability or obligation to any Indemnified Person, the Company or any other third party.

ARTICLE IX DISSOLUTION AND WINDING UP

9.1 Events Causing Dissolution. Subject to Section 9.2, the Company shall be dissolved upon the first of the following events to occur:

(a) The written consent of the Member at any time to dissolve and wind up the affairs of the Company; or

(b) The occurrence of any other event that terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act.

9.2 Bankruptcy. Notwithstanding any other provision of this Agreement, Bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall be automatically continued without dissolution.

9.3 Winding Up. If the Company is dissolved pursuant to Section 9.1, the Company's affairs shall be wound up as soon as reasonably practicable as determined by the Member. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

9.4 Distributions on Liquidation.

(a) Upon completion of all desired sales of Company assets, and after payment of all selling costs and expenses, the proceeds of such sales, and any Company assets that are to be distributed in kind, will be distributed to the following groups in the following order of priority: (i) to satisfy Company liabilities to creditors; (ii) to satisfy Company obligations to the Member; and (iii) to the Member, on account of its membership interest in the Company. All distributions required under this Section 9.4 shall be made to the Member within ninety (90) days after the date of such liquidation.

(b) The claims of each priority group specified above shall be satisfied in full before satisfying any claims of a lower priority group. If the assets available for disposition are insufficient to dispose of all claims of a priority group, the available assets

shall be distributed in proportion to the amounts owed to each creditor or membership interests in such group.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of the Member or of the Company. No creditor who makes a loan to the Member or to the Company may have or acquire, solely as a result of making such loan, any membership interest or interest in the profits or property of the Company, other than such membership interest or interest in the profits or property of the Company that may be expressly granted to such creditor, with the written consent of the Member or an officer of the Company, pursuant to the terms of such loan.

10.2 Entire Agreement. This Agreement constitutes the entire agreement with respect to the affairs of the Company and the conduct of its business, and supersedes all prior agreements and understandings, whether oral or written.

10.3 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

10.4 Amendment. This Agreement may be amended, supplemented or modified only by a written agreement executed by the Member.

10.5 Binding Effect; Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Member and the Company, all Indemnified Persons and their respective estates, heirs, legal or personal representatives, executors, administrators, receivers, trustees, successors, assignees and/or transferees.

10.6 Governing Law. This Agreement shall be governed by and construed in accordance with the local, internal laws of the State of Delaware (without giving effect to the conflicts or choice of law provisions thereof).

10.7 Headings and Captions. All headings and captions contained in this Agreement are included for convenience of reference only and shall not be deemed a part of this Agreement.

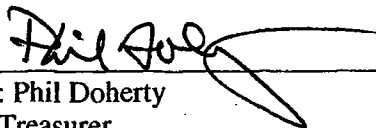
10.8 Terms Generally. The definitions of terms in this Agreement shall apply equally to the singular and plural forms of the terms defined. The term "and/or" is used herein to mean both "and" as well as "or." The use of "and/or" in certain contexts in no respect qualifies or modifies the use of the terms "and" or "or" in others. "Or" shall not be interpreted to be exclusive unless the context otherwise requires; and "and" shall not be interpreted to require the conjunctive, in each case unless the context otherwise requires. The terms "include" and

“including” are to be construed as non-exclusive (so that, by way of example and for the avoidance of doubt, “including” shall mean “including without limitation”), in each case, unless the context otherwise requires.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date first above written.

SOLE MEMBER:

CHICAGO TRIBUNE COMPANY, LLC

By: 
Name: Phil Doherty
Title: Treasurer

CHICAGOLAND PUBLISHING COMPANY
a Delaware corporation

WRITTEN CONSENT OF THE SOLE STOCKHOLDER

November 20, 2012

The undersigned, being the sole stockholder (the "Stockholder") of Chicagoland Publishing Company, a Delaware corporation (the "Company"), hereby waives all notice of the time, place and purpose of a meeting and consents to, approves and adopts the following resolutions without a meeting pursuant to Section 228 of the Delaware General Corporation Law, as amended:

WHEREAS, provision for the matters set forth in the following resolutions is contained in an order entered by the United States Bankruptcy Court for the District of Delaware, having jurisdiction of a proceeding under the Bankruptcy Code (11 U.S.C. §101 et seq.), confirming a plan of reorganization.

ASSET TRANSFER

WHEREAS, the Board of Directors of the Company (the "Board") has determined it to be advisable and in the best interests of the Company to accept the transfer of certain assets of Eagle New Media Investments, LLC, a Delaware limited liability company (the "Asset Transfer"), pursuant to the terms and provisions of the Chicago Magazine Asset Transfer Agreement substantially in the form attached hereto as Exhibit A (the "Asset Transfer Agreement"); and

WHEREAS, the Board has recommended the Asset Transfer and the Asset Transfer Agreement and each are being submitted to the Stockholder for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Asset Transfer and the Asset Transfer Agreement be, and they hereby are, approved and adopted in all respects;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver any and all documents and to pay all fees and expenses in connection with the Asset Transfer and to do or cause to be done all acts as such officer or officers may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions; and

FURTHER RESOLVED, that any and all action heretofore taken by any director, officer or employee of the Company in connection with any of the matters contemplated by the foregoing resolutions or any documents relating thereto be, and hereby is, ratified, confirmed and approved in all respects.

CONVERSION

WHEREAS, the Company desires to execute and file with the Delaware Secretary of State a Certificate of Formation substantially in the form attached hereto as Exhibit B (the "Certificate of Formation") and a Certificate of Conversion substantially in the form attached hereto as Exhibit C (the "Certificate of Conversion") and enter into a Limited Liability Company Agreement substantially in the form attached hereto as Exhibit D (the "Limited Liability Company Agreement"), which provide for the conversion of the Company, following the Asset Transfer, into a Delaware limited liability company named "Chicagoland Publishing Company, LLC" (the "Conversion");

WHEREAS, the Board has determined that the Conversion, the Certificate of Formation, the Certificate of Conversion and the Limited Liability Company Agreement are advisable and in the best interest of the Company and recommends that the undersigned approve and adopt the Conversion, the Certificate of Formation, the Certificate of Conversion and the Limited Liability Company Agreement; and

WHEREAS, the Stockholder has determined that it is in the best interest of the Company to convert its organizational structure from a Delaware corporation into a Delaware limited liability company.

NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Formation, the Certificate of Conversion, the Limited Liability Company Agreement and the Conversion be, and each of them hereby is, ratified, approved, adopted and confirmed in all respects;

FURTHER RESOLVED, that the Certificate of Formation and the Certificate of Conversion shall be filed simultaneously with the Secretary of State of the State of Delaware in accordance with Section 18-214 of the Delaware Limited Liability Company Act;

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver any and all other documents, to pay all fees and expenses in connection with the Conversion and to do or cause to be done all acts as such officer or officers may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions; and

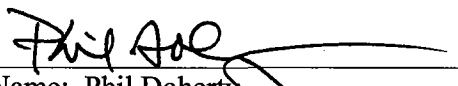
FURTHER RESOLVED, that any and all action heretofore taken by any director, officer or employee of the Company in connection with any of the matters contemplated by the foregoing resolutions or any documents relating thereto be, and hereby is, ratified, confirmed and approved in all respects.

This Consent shall be filed with the minutes of the Company.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

CHICAGO TRIBUNE COMPANY

By: 
Name: Phil Doherty
Title: Senior Vice President/Treasurer

Being the sole stockholder of the Company.

*Signature page to Chicagoland Publishing Company
Written Consent of Stockholder*

Exhibit A

Asset Transfer Agreement

See previous Board consent

Exhibit B

Certificate of Formation

See previous Board consent

Exhibit C

Certificate of Conversion

See previous Board consent

Exhibit D

Limited Liability Company Agreement

See previous Board consent

CHICAGOLAND PUBLISHING COMPANY, LLC
(a Delaware limited liability company)

ACTION BY WRITTEN CONSENT OF THE SOLE MEMBER

December 30, 2012

The undersigned, being the sole member (the "Member") of Chicagoland Publishing Company, LLC, a Delaware limited liability company (the "Company"), acting in lieu of a meeting by written consent pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, hereby waives all notice of the time, place and purpose of a meeting and consents to, approves and adopts the following recitals and resolutions and takes the following actions:

1. Operating Agreement

WHEREAS, the Member desires to enter into an Operating Agreement substantially in the form presented to the Member (the "Operating Agreement") to set forth the rights, powers and interests of the Member with respect to the Company and its membership interests therein and to provide for the management of the business and operations of the Company.

NOW, THEREFORE, BE IT RESOLVED, that the Operating Agreement be, and hereby is, approved and adopted.

2. Appointment of Officers

RESOLVED, that the following persons be, and they hereby are, duly appointed to the offices set forth before their respective names to serve until their successors are duly appointed and shall have qualified or until their earlier death, resignation or removal:

President	Brad M. Moore
Vice President	Rich Gamble
Treasurer	Phil Doherty
Secretary	David P. Eldersveld
Assistant Treasurer	Chandler Bigelow III
Assistant Treasurer	Brian F. Litman
Assistant Treasurer	Jack Rodden
Assistant Treasurer	Patrick M. Shanahan

3. Approval of Authorized Person's Action and Payment of Formation Expenses

RESOLVED, that all acts done by the authorized person of the Company in its formation and organization are hereby ratified, approved, confirmed and adopted.

FURTHER RESOLVED, that the Company agrees to indemnify and defend the authorized person for all actions taken by him incident to or in connection with the formation and organization of the Company.

FURTHER RESOLVED, that the officers of the Company are hereby authorized and directed to pay out of the funds of the Company all expenses incurred in and by reason of the formation and organization of the Company.

4. **Bank Resolutions**

RESOLVED, that (i) the Company shall transact banking business at, and the funds of the Company shall be deposited in, such banks and trust companies as the officers of the Company deem appropriate from time to time, and (ii) the officers of the Company are hereby authorized to execute and deliver to such banks their customary form of resolutions applicable to any such accounts and to attach copies of such resolutions to this Action by Written Consent, which resolutions are hereby adopted in the same manner and with the same effect as if set out in full herein.

5. **Authority to Qualify to Do Business**

RESOLVED, that the officers of the Company are hereby authorized and directed, in the name and on behalf of the Company, to (i) qualify the Company to do business as a foreign entity in any states or jurisdictions as they deem advisable, (ii) appoint an agent for service of process in any such state or jurisdictions (each such appointment being hereby approved and ratified), and (iii) execute, certify, deliver and cause to be filed such applications, certificates, consents and other documents and to take such other actions, as may be necessary or appropriate in connection with such qualification.

6. **Approval of Form of Membership Interest Certificate**

RESOLVED, that the form of certificate to evidence ownership of membership interests of the Company, in the form presented to the Member, be, and hereby is, approved and authorized for issuance by the Company.

7. **Issuance of Membership Interest**

RESOLVED, that pursuant to the Operating Agreement, the Company is hereby authorized to issue One Hundred Percent (100%) of the membership interests of the Company to the Member and the officers of the Company are hereby authorized and directed to execute and deliver a membership interest certificate to the Member evidencing such membership interests.

8. **General Authority**

RESOLVED, that any and all action heretofore taken by any member, officer or authorized person of the Company in connection with any of the matters contemplated by the foregoing resolutions be, and hereby is, ratified, approved, confirmed and adopted in all respects.

FURTHER RESOLVED, that each officer of the Company be, and hereby is, authorized and directed to take any and all actions deemed necessary and appropriate by such officer to carry out the purpose and intent of the foregoing resolutions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Sole Member as of the date first written above.

CHICAGO TRIBUNE COMPANY, LLC

By: Vincent Casanova

Name: Vincent Casanova

Title: President & C.O.O.

Written Consent of the sole member of Chicagoland Publishing Company, LLC

TRADEMARK
REEL: 007367 FRAME: 0654

UNANIMOUS WRITTEN CONSENT OF THE GOVERNING BODIES
IN LIEU OF A MEETING

December 31, 2012

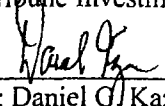
The undersigned, either (a) comprising the board of directors, (b) constituting the sole member of a limited liability company or (c) constituting the partners of a partnership (collectively, the "Governing Bodies"), as applicable, of the entities listed on Schedule I hereto (each, a "Company" and collectively, the "Companies"), hereby adopt by unanimous written consent, pursuant to each such Company's organizational documents and applicable law, the resolutions attached hereto as Annex A, as applicable to such Company, with the same force and effect as if such resolutions were approved and adopted at a duly constituted meeting of each of the Governing Bodies, or in accordance with any other equivalent applicable procedure pursuant to which such resolutions may be approved and adopted.

This consent may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same consent.

IN WITNESS HEREOF, these resolutions have been adopted as of the date first written above.

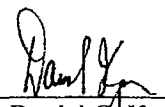
**Tribune Media Services, LLC
Tribune National Marketing Company, LLC**

By: Tribune Investments, LLC, its sole member

By: 
Name: Daniel G. Kazan
Title: President

Classified Ventures Holdco, LLC

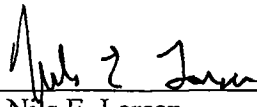
By: Tribune National Marketing Company, LLC,
its sole member

By: 
Name: Daniel G. Kazan
Title: President

Signature Page to Unanimous Written Consent of the Governing Bodies

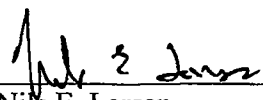
Tribune (FN) Cable Ventures, LLC
Oak Brook Productions, LLC
Tribune Entertainment Company, LLC
Tower Distribution Company, LLC
KTLA, LLC
KWGN, LLC
KIAH, LLC
WGN Continental Broadcasting Company, LLC
Chicagoland Television News, LLC
KSWB, LLC
WPIX, LLC
WDCW, LLC
WSFL, LLC
KTXL, LLC
KRCW, LLC
WXMI, LLC
KDAF, LLC
WPHL, LLC
WPMT, LLC
Tribune Broadcasting Hartford, LLC
Tribune Broadcasting Indianapolis, LLC
Tribune Broadcasting Seattle, LLC

By: Tribune Broadcasting Company, LLC, its sole member

By: 
Name: Nils E. Larsen
Title: President and Chief Executive Officer

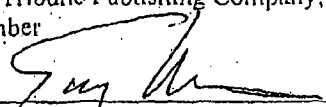
Towering T Music Publishing Company, LLC
Magic T Music Publishing Company, LLC

By: Tribune Entertainment Company, LLC, its sole member

By: 
Name: Nils E. Larsen
Title: President


The Morning Call, LLC
Chicago Tribune Company, LLC
The Baltimore Sun Company, LLC
Orlando Sentinel Communications Company, LLC
Los Angeles Times Communications LLC
The Daily Press, LLC
The Hartford Courant Company, LLC
Sun-Sentinel Company, LLC
forsalebyowner.com, LLC
Tribune Washington Bureau, LLC
Hoy Publications, LLC
Tribune Interactive, LLC
TMS News and Features, LLC
Tribune 365, LLC

By: Tribune Publishing Company, LLC, its sole member

By: 
Name: Eddy W. Hartenstein
Title: President and Chief Executive Officer

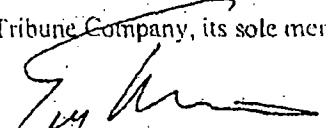
California Community News, LLC

By: Los Angeles Times Communications LLC, its sole member

By: 
Name: Eddy W. Hartenstein
Title: Publisher and Chief Executive Officer

Blue Lynx Media, LLC
Tribune Publishing Company, LLC
Tribune Broadcasting Company, LLC
Tribune Investments, LLC
Tribune Real Estate Holdings, LLC


By: Tribune Company, its sole member

By: 
Name: Eddy W. Hartenstein
Title: President and Chief Executive Officer

Signature Page to Unanimous Written Consent of the Governing Bodies


Tribune Media Services London, LLC

By: TMS News and Features, LLC, its sole member

By: 
Name: Joycelyn Winnecke
Title: President

**ChicagoLand Publishing Company, LLC
Tribune Direct Marketing, LLC**

By: Chicago Tribune Company, LLC, its sole member

By: 
Name: Tony Hunter
Title: Publisher and Chief Executive Officer

Signature Page to Unanimous Written Consent of the Governing Bodies

**TRADEMARK
REEL: 007367 FRAME: 0660**

**Internet Foreclosure Service, LLC
ForSaleByOwner.com Referral Services, LLC
Local Pro Plus Realty, LLC**

By: foresalebyowner.com, LLC, its sole member

By: 

Name: Eddie Tyner

Title: President

Signature Page to Unanimous Written Consent of the Governing Bodies

**TRADEMARK
REEL: 007367 FRAME: 0661**

CA-4655 Fruitridge Road, LLC
CA-Los Angeles Times Square, LLC
CA-Olympic Plant, LLC
CA-Orange County Plant, LLC
CO-1006 Lookout Mountain Road, LLC
CO-6160 South Wabash Way, LLC
CT-121 Wawarme Avenue, LLC
CT-285 Broad Street, LLC
CT-WTIC, LLC
FL-633 North Orange Avenue, LLC
FL-Deerfield Plant, LLC
FL-Orlando Sentinel, LLC
IL-11201 Franklin Avenue, LLC
IL-16400 South 105th Court, LLC
IL-2501 West Bradley Place, LLC
IL-3249 North Kilpatrick, LLC
IL-3722 Ventura Drive, LLC
IL-700 West Chicago Avenue, LLC
IL-720 Rohlwing Road, LLC
IL-Freedom Center, LLC
IL-Tribune Tower, LLC
IN-2350 Westlane Road, LLC
IN-6910 Network Place, LLC
IN-Trafalgar WTTV, LLC
IN-Windfall WTTV, LLC
MD-10 Hays Street, LLC
MD-10750 Little Patuxent Parkway, LLC
MD-3400 Carlins Park Drive, LLC
MD-North Calvert Street, LLC
MD-Sun Park, LLC
MI-3117 Plaza Drive, LLC
MI-Davis Road, LLC
OR-10255 SW Arctic Drive, LLC
PA-2005 South Queen Street, LLC
PA-5001 Wynnefield Avenue, LLC
PA-550 East Rock Road, LLC
PA-Morning Call, LLC
Riverwalk Holdco, LLC
Riverwalk Holdco II, LLC
TX-7700 Westpark Drive, LLC
TX-8001 John Carpenter Freeway, LLC
VA-216 Ironbound Road, LLC
VA-Daily Press, LLC
WA-1813 Westlake Avenue, LLC

By: Tribune Real Estate Holdings, LLC, its sole member

By: _____



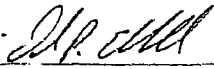
Name: Chandler Bigelow III

Title: President

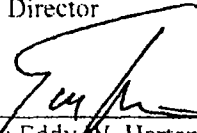
Signature Page to Unanimous Written Consent of the Governing Bodies

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REEL: 007367 FRAME: 0662

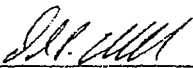
CastTV Inc.

By: 
Name: David Eldersveld
Title: Director

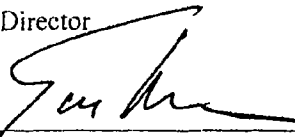
By: _____
Name: Daniel G. Kazan
Title: Director

By: 
Name: Eddy W. Hartenstein
Title: Director

KPLR, Inc.
Tribune Television New Orleans, Inc.

By: 
Name: David Eldersveld
Title: Director

By: _____
Name: Nils E. Larsen
Title: Director

By: 
Name: Eddy W. Hartenstein
Title: Director

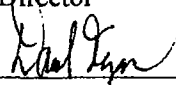
Signature Page to Unanimous Written Consent of the Governing Bodies

CastTV Inc.

By: _____

Name: David Eldersveld

Title: Director

By:  _____

Name: Daniel G. Kazan

Title: Director

By: _____

Name: Eddy W. Hartenstein

Title: Director

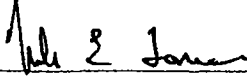
KPLR, Inc.

Tribune Television New Orleans, Inc.

By: _____

Name: David Eldersveld

Title: Director

By:  _____

Name: Nils E. Larsen

Title: Director

By: _____

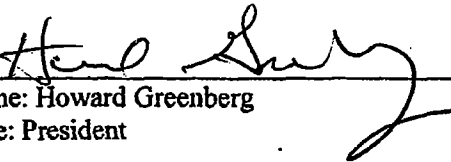
Name: Eddy W. Hartenstein

Title: Director

Signature Page to Unanimous Written Consent of the Governing Bodies

Riverwalk Center I Joint Venture

By: Riverwalk Holdco, LLC, its partner

By: 
Name: Howard Greenberg
Title: President

By: Riverwalk Holdco II, LLC, its partner

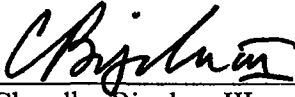
By: _____
Name: Chandler Bigelow III
Title: President

Riverwalk Center I Joint Venture

By: Riverwalk Holdco, LLC, its partner

By: _____
Name: Howard Greenberg
Title: President

By: Riverwalk Holdco II, LLC, its partner

By:  _____
Name: Chandler Bigelow III
Title: President

Schedule I

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
1.	Blue Lynx Media, LLC	Limited liability company	Delaware
2.	California Community News, LLC	Limited liability company	Delaware
3.	CastTV Inc.	Corporation	Delaware
4.	Chicago Tribune Company, LLC	Limited liability company	Delaware
5.	Chicagoland Publishing Company, LLC	Limited liability company	Delaware
6.	Chicagoland Television News, LLC	Limited liability company	Delaware
7.	Classified Ventures Holdco, LLC	Limited liability company	Delaware
8.	ForSaleByOwner.com Referral Services, LLC	Limited liability company	Delaware
9.	Forsalebyowner.com, LLC	Limited liability company	Delaware
10.	Hoy Publications, LLC	Limited liability company	Delaware
11.	Internet Foreclosure Service, LLC	Limited liability company	Delaware
12.	KDAF, LLC	Limited liability company	Delaware
13.	KIAH, LLC	Limited liability company	Delaware
14.	KPLR, Inc.	Corporation	Missouri
15.	KRCW, LLC	Limited liability company	Delaware
16.	KSWB, LLC	Limited liability company	Delaware
17.	KTLA, LLC	Limited liability company	Delaware
18.	KTXL, LLC	Limited liability company	Delaware

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
19.	KWGN, LLC	Limited liability company	Delaware
20.	Local Pro Plus Realty, LLC	Limited liability company	Delaware
21.	Los Angeles Times Communications LLC	Limited liability company	Delaware
22.	Magic T Music Publishing Company, LLC	Limited liability company	Delaware
23.	Oak Brook Productions, LLC	Limited liability company	Delaware
24.	Orlando Sentinel Communications Company, LLC	Limited liability company	Delaware
25.	[Reserved]		
26.	Riverwalk Center I Joint Venture	Partnership	Florida
27.	Riverwalk Holdco, LLC	Limited liability company	Delaware
28.	Sun-Sentinel Company, LLC	Limited liability company	Delaware
29.	The Baltimore Sun Company, LLC	Limited liability company	Delaware
30.	The Daily Press, LLC	Limited liability company	Delaware
31.	The Hartford Courant Company, LLC	Limited liability company	Delaware
32.	The Morning Call, LLC	Limited liability company	Delaware
33.	TMS News and Features, LLC	Limited liability company	Delaware
34.	Tower Distribution Company, LLC	Limited liability company	Delaware
35.	Towering T Music Publishing Company, LLC	Limited liability company	Delaware
36.	Tribune 365, LLC	Limited liability company	Delaware

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
37.	Tribune Broadcasting Company, LLC	Limited liability company	Delaware
38.	Tribune Broadcasting Hartford, LLC	Limited liability company	Delaware
39.	Tribune Broadcasting Indianapolis, LLC	Limited liability company	Delaware
40.	Tribune Broadcasting Seattle, LLC	Limited liability company	Delaware
41.	[Reserved]		
42.	Tribune Direct Marketing, LLC	Limited liability company	Delaware
43.	Tribune Entertainment Company, LLC	Limited liability company	Delaware
44.	Tribune (FN) Cable Ventures, LLC	Limited liability company	Delaware
45.	Tribune Interactive, LLC	Limited liability company	Delaware
46.	Tribune Investments, LLC	Limited liability company	Delaware
47.	Tribune Media Services, LLC	Limited liability company	Delaware
48.	Tribune Media Services London, LLC	Limited liability company	Delaware
49.	Tribune National Marketing Company, LLC	Limited liability company	Delaware
50.	Tribune Publishing Company, LLC	Limited liability company	Delaware
51.	Tribune Television New Orleans, Inc.	Corporation	Delaware
52.	Tribune Washington Bureau, LLC	Limited liability company	Delaware
53.	WDCW, LLC	Limited liability company	Delaware
54.	WGN Continental Broadcasting Company, LLC	Limited liability company	Delaware

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
55.	WPHL, LLC	Limited liability company	Delaware
56.	WPIX, LLC	Limited liability company	Delaware
57.	WPMT, LLC	Limited liability company	Delaware
58.	WSFL, LLC	Limited liability company	Delaware
59.	WXMI, LLC	Limited liability company	Delaware
60.	Tribune Real Estate Holdings LLC	Limited liability company	Delaware
61.	CA-4655 Fruitridge Road, LLC	Limited liability company	Delaware
62.	CA-Los Angeles Times Square, LLC	Limited liability company	Delaware
63.	CA-Olympic Plant, LLC	Limited liability company	Delaware
64.	CA-Orange County Plant, LLC	Limited liability company	Delaware
65.	CO-1006 Lookout Mountain Road, LLC	Limited liability company	Delaware
66.	CO-6160 South Wabash Way, LLC	Limited liability company	Delaware
67.	CT-121 Wawarne Avenue, LLC	Limited liability company	Delaware
68.	CT-285 Broad Street, LLC	Limited liability company	Delaware
69.	CT-WTIC, LLC	Limited liability company	Delaware
70.	FL-633 North Orange Avenue, LLC	Limited liability company	Delaware
71.	FL-Deerfield Plant, LLC	Limited liability company	Delaware

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
72.	FL-Orlando Sentinel, LLC	Limited liability company	Delaware
73.	IL-11201 Franklin Avenue, LLC	Limited liability company	Delaware
74.	IL-16400 South 105th Court, LLC	Limited liability company	Delaware
75.	IL-2501 West Bradley Place, LLC	Limited liability company	Delaware
76.	IL-3249 North Kilpatrick, LLC	Limited liability company	Delaware
77.	IL-3722 Ventura Drive, LLC	Limited liability company	Delaware
78.	IL-700 West Chicago Avenue, LLC	Limited liability company	Delaware
79.	IL-720 Rohlwing Road, LLC	Limited liability company	Delaware
80.	IL-Freedom Center, LLC	Limited liability company	Delaware
81.	IL-Tribune Tower, LLC	Limited liability company	Delaware
82.	IN-2350 Westlane Road, LLC	Limited liability company	Delaware
83.	IN-6910 Network Place, LLC	Limited liability company	Delaware
84.	IN-Trafalgar WTTV, LLC	Limited liability company	Delaware
85.	IN-Windfall WTTV, LLC	Limited liability company	Delaware
86.	MD-10 Hays Street, LLC	Limited liability company	Delaware
87.	MD-10750 Little Patuxent Parkway, LLC	Limited liability company	Delaware
88.	MD-3400 Carlins Park Drive, LLC	Limited liability company	Delaware

	<u>Name of Entity</u>	<u>Type of Entity</u>	<u>Jurisdiction of Organization</u>
89.	MD-North Calvert Street, LLC	Limited liability company	Delaware
90.	MD-Sun Park, LLC	Limited liability company	Delaware
91.	MI-3117 Plaza Drive, LLC	Limited liability company	Delaware
92.	MI-Davis Road, LLC	Limited liability company	Delaware
93.	[Reserved]		
94.	OR-10255 SW Arctic Drive, LLC	Limited liability company	Delaware
95.	PA-2005 South Queen Street, LLC	Limited liability company	Delaware
96.	PA-5001 Wynnefield Avenue, LLC	Limited liability company	Delaware
97.	PA-550 East Rock Road, LLC	Limited liability company	Delaware
98.	PA-Morning Call, LLC	Limited liability company	Delaware
99.	Riverwalk Holdco II, LLC	Limited liability company	Delaware
100.	TX-7700 Westpark Drive, LLC	Limited liability company	Delaware
101.	TX-8001 John Carpenter Freeway, LLC	Limited liability company	Delaware
102.	VA-216 Ironbound Road, LLC	Limited liability company	Delaware
103.	VA-Daily Press, LLC	Limited liability company	Delaware
104.	WA-1813 Westlake Avenue, LLC	Limited liability company	Delaware

Resolutions of the Governing Bodies

WHEREAS, Tribune Company, a Delaware corporation ("Tribune") and certain of its subsidiaries are currently debtors in reorganization proceedings (the "Bankruptcy Proceedings") under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on July 23, 2012, the Bankruptcy Court entered an order (the "Confirmation Order") confirming the Fourth Amended Joint Plan of Reorganization for Tribune Company and Its Subsidiaries Proposed by the Debtors, the Official Committee of Unsecured Creditors, Oaktree Capital Management, L.P., Angelo, Gordon & Co., L.P., and JPMorgan Chase Bank, N.A. (as modified July 19, 2012) (the "Plan of Reorganization").

WHEREAS, provision for the matters set forth in the following resolutions is contained in the Confirmation Order, which was entered by the Bankruptcy Court, having jurisdiction of a proceeding under Chapter 11 of the United States Bankruptcy Code;

WHEREAS, pursuant to the Plan of Reorganization, Tribune expects the Plan of Reorganization to become effective and to emerge from the Bankruptcy Proceedings on December 31, 2012 (the "Emergence"); and

WHEREAS, immediately after giving effect to and pursuant to the Plan of Reorganization and upon the Emergence, Tribune intends to enter into: (a) a term loan credit facility and (b) an asset-based revolving credit facility:

1. ABL Credit Agreement

WHEREAS, immediately after giving effect to and pursuant to the Plan of Reorganization, Tribune has requested that the Lead Arrangers (as defined in the ABL Credit Agreement, defined below) arrange, and the lenders provide, the loans and extensions of credit; subject to and upon the terms and conditions set forth therein, the Lead Arrangers have arranged, and the ABL Lenders (as defined below) are willing to make available to Tribune and each other ABL Borrower (as defined below), the loans and extensions of credit; upon and subject to the terms and conditions set forth in that certain asset-based revolving credit agreement, by and among Tribune, each other Borrower (as defined therein, each, an "ABL Borrower" and collectively the "ABL Borrowers") and Guarantor (as defined therein each, an "ABL Guarantor" and collectively, the "ABL Guarantors") party thereto, the lenders from time to time party thereto (each, an "ABL Lender" and collectively, the "ABL Lenders") and Bank of America, N.A., as agent for the ABL Lenders (in such capacity, the "ABL Agent"), providing for loans or other extensions of credit (including letters of credit) to be made to the ABL Borrowers in an aggregate principal amount equal to \$300,000,000 (in addition

to any incremental amounts in an aggregate principal amount not to exceed \$100,000,000 pursuant to Section 2.1.7 thereof) and to be secured by: (i) a first priority lien on the revolving credit priority collateral (as defined in the Intercreditor Agreement (as defined below), the "ABL Priority Collateral") and (ii) a second priority lien on the term priority collateral (as defined in the Intercreditor Agreement (as defined below), the "Term Priority Collateral") the proceeds of such loans and extensions of credit to be used by the ABL Borrowers (a) to satisfy existing Indebtedness (as defined therein), (b) to pay fees and transaction expenses associated with the Transactions (as defined therein), (c) to pay Obligations (as defined therein, the "ABL Obligations") and (d) for lawful corporate purposes of the ABL Borrowers and their Subsidiaries (as defined therein), including working capital, which shall bear such interest, require payment of such fees and have such other terms and conditions and be in such form as are approved or deemed necessary, appropriate or desirable by the officer executing the same (including all of the schedules and exhibits thereto, the "ABL Credit Agreement");

BE IT RESOLVED, that the form, terms and provisions of the ABL Credit Agreement and the borrowings and other transactions contemplated thereunder, be, and hereby are, declared advisable and in the best interests of each ABL Borrower and each ABL Guarantor and are ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that any officer named as a Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, Treasurer, Secretary, Assistant Treasurer or a substantively similar position (each, an "Authorized Officer" and collectively, the "Authorized Officers") of the ABL Borrowers and the ABL Guarantors be, and each of them hereby is, authorized, in the name and on behalf of the applicable ABL Borrower or ABL Guarantor, to execute and deliver the ABL Credit Agreement, with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of such agreement by such officer.

2. ABL Guaranty

WHEREAS, to induce the ABL Lenders under the ABL Credit Agreement to make loans or other extensions of credit to Tribune and each ABL Borrower, the ABL Borrowers and the ABL Guarantors are willing to enter into the that certain Guarantee and Security Agreement among the ABL Borrowers, the ABL Guarantors and the ABL Agent (the "ABL GSA") to, among other things, provide for a guaranty (the "ABL Guaranty") of the ABL Obligations pursuant to the terms and conditions of the ABL GSA;

BE IT RESOLVED, that the ABL Borrowers and the ABL Guarantors be, and hereby are, authorized to guaranty the ABL Obligations, including, without limitation, the payment and performance of the obligations, liabilities and indebtedness of Tribune, the ABL Borrowers and the ABL Guarantors arising under, out of or in connection with the ABL Credit Agreement (or one or more other agreements and any amendments thereto);

BE IT FURTHER RESOLVED, that the form, terms and provisions of the ABL GSA including the ABL Guaranty and the transactions contemplated thereunder, be, and hereby are, declared advisable and in the best interests of the ABL Borrowers and the ABL Guarantors and are ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Authorized Officers of the ABL Borrowers and the ABL Guarantors be, and each of them hereby is, authorized, in the name and on behalf of the applicable ABL Guarantor, to execute and deliver the ABL GSA, with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of such agreement by such officer.

3. ABL Security Documents

WHEREAS, the ABL Borrowers and the ABL Guarantors be, and hereby are, authorized to secure the ABL Obligations, including any guaranty of any payments of principal of Tribune and the ABL Borrowers, interest thereon, and fees and expenses related thereto, and payment and performance of all other obligations and liabilities of each of Tribune, the ABL Borrowers and the ABL Guarantors arising under, out of, or in connection with, the ABL Credit Agreement and each other Loan Document (as defined in the ABL Credit Agreement), by (i) pledging to the ABL Agent, or granting to the ABL Agent a lien (or liens) on, or security interest in, all or any portion of each of the ABL Borrowers' and ABL Guarantors' assets, as applicable, including all or any portion of the issued and outstanding capital stock of any subsidiaries of each of the ABL Borrowers and ABL Guarantors, whether now owned or hereafter acquired, and (ii) entering into or causing to be entered into the Security Documents (as defined in the ABL Credit Agreement) or other agreements as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution, in such form, covering such collateral and having such other terms and conditions as are approved or deemed necessary, appropriate or desirable by the officer executing the same (collectively, the "ABL Security Documents");

BE IT RESOLVED, that the form, terms and provisions of the ABL Security Documents and the transactions contemplated thereunder, be, and hereby are, declared advisable and in the best interests of each ABL Borrower and each ABL Guarantor and are ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Authorized Officers of each of the ABL Borrowers and ABL Guarantors be, and each of them hereby is, authorized, in the name and on behalf of the applicable ABL Borrower or ABL Guarantor, to execute and deliver the ABL Security Documents, with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of such agreement by such officer.

4. Term Loan Security Documents

WHEREAS, immediately after giving effect to and pursuant to the Plan of Reorganization, Tribune has requested that the Lead Arrangers (as defined in the Term Loan Agreement (as defined below)) arrange, and the lenders provide, the loans and commitments of credit; subject to and upon the terms and conditions set forth therein, the Lead Arrangers have arranged, and the Term Loan Lenders (as defined below) are willing to make available to Tribune, the loans and commitments of credit, upon and subject to the terms set forth in that certain senior secured term loan credit agreement, by and among Tribune, the lenders from time to time party thereto (each a "Term Loan Lender" and collectively, the "Term Loan Lenders") and JPMorgan Chase Bank, N.A. as administrative agent for the Term Loan Lenders (in such capacity, the "Term Loan Agent") in an aggregate principal amount equal to \$1,100,000,000 (or any incremental amount in accordance with Section 2.1(b) thereof) and to be secured by (i) a first priority lien on the Term Priority Collateral and (ii) by a second priority lien on the ABL Priority Collateral in an aggregate principal amount equal to \$1,100,000,000 (or any incremental amount in accordance with Section 2.1(b) thereof), the proceeds of which will be used by Tribune to make distributions to creditors in accordance with the Plan of Reorganization, which shall bear such interest, require payment of such fees and have such other terms and conditions and be in such form as are approved or deemed necessary, appropriate or desirable by the officer executing the same (including all of the schedules and exhibits thereto, the "Term Loan Agreement"); and

WHEREAS, to induce the Term Loan Lenders under the Term Loan Agreement to make loans and commitments of credit to Tribune, the Subsidiary Guarantors (as defined in the Term Loan Agreement, the "Term Loan Guarantors"), are willing to secure the Obligations (as defined in the Term Loan Agreement, the "Term Loan Obligations"), including any guaranty of any payments of principal of Tribune, interest thereon, and fees and expenses related thereto, and payment and performance of all other obligations and liabilities of Tribune arising under, out of, or in connection with, the Term Loan Agreement and each other Loan Document (as defined in the Term Loan Agreement), by (i) pledging to the Term Loan Agent, or granting to the Term Loan Agent a lien (or liens) on, or security interest in, all or any portion of each of the Term Loan Guarantors' assets, as applicable, including all or any portion of the issued and outstanding capital stock of any subsidiaries of each of the Term Loan Guarantors, whether now owned or hereafter acquired, and (ii) entering into or causing to be entered into the Security Documents (as defined in the Term Loan Agreement) or other agreements as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution (including, without limitation, the Guarantee and Security Agreement (as defined in the Term Loan Agreement), in such form, covering such collateral and having such other terms and conditions as are approved or deemed necessary, appropriate or desirable by the officer executing the same (collectively, the "Term Loan Security Documents" and, together with the ABL Security Documents, the "Security Documents");

BE IT RESOLVED, that the Term Loan Guarantors be, and hereby are, authorized to guaranty the Term Loan Obligations, including, without limitation, the

payment and performance of the obligations, liabilities and indebtedness of Tribune arising under, out of or in connection with the Term Loan Agreement (or one or more other agreements and any amendments thereto);

BE IT FURTHER RESOLVED, that the form, terms and provisions of the Term Loan Security Documents and the transactions contemplated thereunder, be, and hereby are, declared advisable and in the best interests of each Term Loan Guarantor and are ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Authorized Officers of each of the Term Loan Guarantors be, and each of them hereby is, authorized, in the name and on behalf of the applicable Term Loan Guarantor, to execute and deliver the Term Loan Security Documents with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of such agreement by such officer.

5. Intercreditor Agreement

WHEREAS, each of the ABL Borrowers, the ABL Guarantors, the Term Loan Guarantors (in such capacity, and without duplication, the "Intercreditor Parties" and each, an "Intercreditor Party") and Tribune desires to enter into the Intercreditor Agreement among the Term Loan Agent, the ABL Agent, Tribune, the ABL Borrowers, the ABL Guarantors and the Term Loan Guarantors (without duplication), having such terms and conditions and in such form as are approved or deemed necessary, appropriate or desirable by the officer executing the same (the "Intercreditor Agreement");

BE IT RESOLVED, that the form, terms and provisions of the Intercreditor Agreement and the transactions contemplated thereunder, be, and hereby are, declared advisable and in the best interests of each Intercreditor Party and are ratified, confirmed, authorized and approved in all respects; and

BE IT FURTHER RESOLVED, that the Authorized Officers of each of the Intercreditor Parties be, and each of them hereby is, authorized, in the name and on behalf of the applicable Intercreditor Party, to execute and deliver the Intercreditor Agreement with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of such agreement by such officer.

6. Fees and Expenses

BE IT RESOLVED, that the Authorized Officers of each of the Companies be, and each of them hereby is, authorized, in the name and on behalf of the applicable Company, to determine and pay any or all compensation, fees, expenses and other amounts to be paid, received and allowed in connection with the consummation of all the actions approved in these resolutions as may be approved or deemed necessary, appropriate or desirable by any such officer.

7. **General**

BE IT RESOLVED, that the Authorized Officers of each of the Companies be, and each of them hereby is, authorized, in the name and on behalf of the applicable Company, to execute and deliver, as applicable, the ABL Credit Agreement, the Term Loan Agreement, the Security Documents and the Intercreditor Agreement (collectively, the "**Principal Agreements**") and any other agreements or amendments relating thereto or required thereby containing such terms and conditions, setting forth such rights and obligations and otherwise addressing or dealing with such subjects or matters determined to be necessary, appropriate or desirable by the officer executing the same, the execution thereof by such officer to be conclusive evidence of such determination, and to do all such other acts or deeds as are or as are deemed by such officer to be necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and the foregoing resolutions;

BE IT FURTHER RESOLVED, that each of the Companies be, and each of the Companies hereby is, authorized to perform fully its obligations under the Principal Agreements and any such other agreements or amendments and to engage without limitation in such other transactions, arrangements or activities (collectively, the "**Activities**") as are reasonably related or incident to or which will serve to facilitate or enhance for the benefit of each of the Companies and its subsidiaries the transactions contemplated by these resolutions, including without limitation any modification, extension or expansion (collectively, the "**Changes**") of any of the Activities or to any other transactions, arrangements or activities resulting from any of the Changes and to enter into such other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and each of the foregoing resolutions;

BE IT FURTHER RESOLVED, that all actions previously taken by any director, officer, manager, employee or agent of any of the Companies in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and hereby are, adopted, ratified, confirmed and approved in all respects as the acts and deeds of such Companies; and

BE IT FURTHER RESOLVED, that in connection with the transactions contemplated by the preceding resolutions, any Authorized Officer of any of the Companies be, and each of them individually hereby is, authorized in the name and on behalf of such Companies, to certify any more formal or detailed resolutions as such officer may deem necessary, appropriate or desirable to effectuate the intent of the foregoing resolutions and that thereupon such resolutions shall be deemed adopted as and for the resolutions of each of the Governing Bodies as if set forth at length herein.

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