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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 18, 2019 (March 15, 2019)

The McClatchy Company
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation)

1-9824
(Commission
File Number)

52-2080478
(IRS Employer
Identification No.)

2100 Q Street
Sacramento, CA 95816
(Address of principal executive offices, including zip code)

(916) 321-1844
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On March 15, 2019, The McClatchy Company (the “Company” or “McClatchy”) issued \$74,957,000 aggregate principal amount of additional 6.875% Senior Secured Junior Lien Notes due 2031 (the “Additional Notes”). The Additional Notes were issued pursuant to an Indenture (the “Indenture”), among the Company, subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon, as trustee and collateral agent (the “Trustee”), as supplemented by the First Supplemental Indenture, dated as of March 15, 2019 (the “First Supplemental Indenture”), and the Second Supplemental Indenture, dated as of March 15, 2019 (the “Second Supplemental Indenture”).

The Notes were issued to affiliates of Chatham Asset Management, LLC (“Chatham”) in exchange for an equal principal amount of the Company’s 6.875% Debentures due March 15, 2029.

The original 6.875% Senior Secured Junior Lien Notes due 2031 were issued in an aggregate principal amount of \$193,466,000 on December 18, 2018 (the “Original Notes” and, together with the Additional Notes, the “Notes”). There are \$268,423,000 aggregate principal amount of Notes outstanding as of the date hereof. The Additional Notes and the Original Notes have identical terms, other than with respect to the date of issuance, and will be treated as a single class for all purposes under the Indenture, including waivers, amendments, redemptions and offers to purchase. For a description of the terms of the Indenture and the Notes, see the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on December 18, 2018, with respect to the Original Notes. The description of the Notes and the Indenture contained herein and therein is qualified in its entirety by reference to the full text of the Indenture and the form of Note.

In connection with the issuance of the Additional Notes, the Company entered into the First Supplemental Indenture and the Second Supplemental Indenture, which are attached as Exhibits 4.1 and 4.2 hereto, and incorporated herein by reference.

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

The information set forth in Item 1.01 hereof is incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

**Exhibit
No.**

Description

4.1	First Supplemental Indenture, dated as of March 15, 2019, among the Company, subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon, as trustee and collateral agent
4.2	Second Supplemental Indenture, dated as of March 15, 2019, among the Company, subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon, as trustee and collateral agent

SIGNATURE

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

Date: March 18, 2019

The McClatchy Company

/s/ Billie McConkey

Billie McConkey, Vice President, Human Resources, General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
4.1	First Supplemental Indenture, dated as of March 15, 2019, among the Company, subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon, as trustee and collateral agent
4.2	Second Supplemental Indenture, dated as of March 15, 2019, among the Company, subsidiaries of the Company party thereto as guarantors and The Bank of New York Mellon, as trustee and collateral agent

THE MCCLATCHY COMPANY,

as Issuer,

and

THE SUBSIDIARY GUARANTORS PARTIES
HERETO

6.875% Senior Secured Junior Lien Notes due 2031

FIRST SUPPLEMENTAL INDENTURE

Dated as of March 15, 2019

to

INDENTURE

Dated as of December 18, 2018

THE BANK OF NEW YORK MELLON,

as Trustee

and

as Collateral Agent

THIS FIRST SUPPLEMENTAL INDENTURE, is entered into as of March 15, 2019 (this "Supplemental Indenture"), among THE MCCLATCHY COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (as defined herein, the "Company"), the Subsidiary Guarantors party hereto and THE BANK OF NEW YORK MELLON, a New York banking corporation, as trustee (in such capacity, as defined herein, the "Trustee") and as notes collateral agent (in such capacity, as defined herein, the "Collateral Agent").

PRELIMINARY STATEMENTS

WHEREAS, the Company, the Subsidiary Guarantors party thereto, the Trustee and Collateral Agent entered into an Indenture, dated as of December 18, 2018, relating to the Company's 6.875% Senior Secured Junior Lien Notes due 2031 (the "Indenture");

WHEREAS, Section 9.02 of the Indenture provides that the Indenture may be amended or supplemented with the consent of the Holders of a majority in principal amount of the Notes then outstanding, subject to the limitations set forth therein;

WHEREAS, the Company desires to amend the Indenture, as set forth in Article II of this Supplemental Indenture (collectively, the "Proposed Amendments");

WHEREAS, Holders of at least a majority in principal amount of the Notes outstanding have given their consent to the Proposed Amendments;

WHEREAS, the Company and the Subsidiary Guarantors have requested and hereby direct that the Trustee and Collateral Agent join with the Company and the Subsidiary Guarantors in the execution of this Supplemental Indenture, in order to memorialize the Proposed Amendments; and

WHEREAS, all acts and things necessary to make this Supplemental Indenture a valid agreement according to its terms, have been done and performed, and the execution of this Supplemental Indenture has in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I

Relation to Indenture; Definitions

SECTION 1.01 Relation to Indenture. This Supplemental Indenture constitutes an integral part of the Indenture. In the event of inconsistencies between the Indenture and the Supplemental Indenture, the terms of this Supplemental Indenture shall govern.

SECTION 1.02 Certain Definitions. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

ARTICLE II

Amendments to Indenture

SECTION 2.01 Amendments to the Indenture. Section 3.03(b)(i) of the Indenture is hereby amended in its entirety to read as follows:

(i) Indebtedness of the Company evidenced by (A) the Junior Lien Term Loan Facility, (B) the Notes and Indebtedness of Subsidiary Guarantors evidenced by the Subsidiary Guarantees relating to the Notes and (C) (1) First Lien Debt and (2) Permitted Additional Secured Obligations so long as, in the case of this subclause (2), immediately after giving effect thereto, the aggregate principal amount of First Lien Debt and Permitted Additional Secured Obligations then outstanding does not exceed the excess, if positive, of (x) 2.12x Consolidated EBITDA of the Company for the most recent four fiscal quarter period for which internal financial statements are available (with such pro forma adjustments to Consolidated EBITDA as are consistent with those set forth in the definition of "Consolidated Leverage Ratio") minus (y) the aggregate principal amount of First Lien Debt redeemed following the Measurement Date pursuant to a mandatory redemption and, solely to the extent resulting in a reduction in the Company's obligations to redeem First Lien Debt pursuant to an excess cash flow mandatory redemption, the principal amount of First Lien Debt retired by the Company pursuant to open market purchases or optional redemption of the First Lien Debt;

ARTICLE III

Miscellaneous

SECTION 3.01 Conditions Precedent. The Company represents and warrants that each of the conditions precedent to the amendment and supplement of the Indenture (including such conditions pursuant to Sections 9.02, 9.05, 13.02 and 13.03 of the Indenture) have been satisfied in all respects.

SECTION 3.02 Instruments To Be Read Together; Entire Agreement. This Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Supplemental Indenture shall henceforth be read together. This Supplemental Indenture constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

SECTION 3.03 Ratification of Indenture. The Indenture, as amended by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon and after the execution of this Supplemental Indenture, each reference in the Indenture, as amended by this Supplemental Indenture, to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture shall mean and be a reference to the Indenture, as amended by this Supplemental Indenture. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

SECTION 3.04 Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York..

SECTION 3.05 Successors. This Supplemental Indenture is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

SECTION 3.06 Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture.

SECTION 3.07 Headings. The headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 3.08 Severability. In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.09 Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture, express or implied, shall give to any Person (other than the parties hereto and their successors hereunder and the Holders) any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

SECTION 3.10 Trustee Rights. In acting under and by virtue of this Supplemental Indenture, the Trustee shall have all of the rights, protections and immunities given to it under the Indenture. The Trustee is not responsible for the validity or sufficiency of this Supplemental Indenture, nor for the recitals contained herein, all of which shall be taken as statements of the Company.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the date first written above.

THE MCCLATCHY COMPANY

By: /s/ Elaine Lintecum

Name: Elaine Lintecum

Title: Vice President, Finance, Chief Financial Officer and
Treasurer

[Signature Page to Second Supplemental Indenture]

ABOARD PUBLISHING, INC.
BELTON PUBLISHING COMPANY, INC.
BISCAYNE BAY PUBLISHING, INC.
CASS COUNTY PUBLISHING COMPANY
COLUMBUS LEDGER-ENQUIRER, INC.
CYPRESS MEDIA, INC.
EAST COAST NEWSPAPERS, INC.
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MCCLATCHY U.S.A., INC.
MIAMI HERALD MEDIA COMPANY
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NOR-TEX PUBLISHING, INC.
OLYMPIC-CASCADE PUBLISHING, INC.
PACIFIC NORTHWEST PUBLISHING COMPANY, INC.
QUAD COUNTY PUBLISHING, INC.
STAR-TELEGRAM, INC.
TACOMA NEWS, INC.
THE BRADENTON HERALD, INC.
THE CHARLOTTE OBSERVER PUBLISHING COMPANY
THE NEWS AND OBSERVER PUBLISHING COMPANY
THE STATE MEDIA COMPANY
THE SUN PUBLISHING COMPANY, INC.
WICHITA EAGLE AND BEACON PUBLISHING COMPANY, INC.

All By: /s/ Elaine Lintecum

Name: Elaine Lintecum

Title: Vice President

[Signature Page to Second Supplemental Indenture]

MCCLATCHY MANAGEMENT SERVICES, INC.
MCCLATCHY INTERACTIVE LLC

All By: /s/ Elaine Lintecum

Name: Elaine Lintecum
Title: President

BELLINGHAM HERALD PUBLISHING, LLC
IDAHO STATESMAN PUBLISHING, LLC
OLYMPIAN PUBLISHING, LLC

All By: Pacific Northwest Publishing Company, Inc.,
its Sole Member

By: /s/ Elaine Lintecum

Name: Elaine Lintecum
Title: Vice President

CYPRESS MEDIA, LLC

By: Cypress Media, Inc.,
its Sole Member

By: /s/ Elaine Lintecum

Name: Elaine Lintecum
Title: Vice President

SAN LUIS OBISPO TRIBUNE, LLC

By: The McClatchy Company,
its Sole Member

By: /s/ Elaine Lintecum

Name: Elaine Lintecum
Title: Vice President, Finance, Chief Financial Officer and
Treasurer

[Signature Page to Supplemental Indenture]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

THE BANK OF NEW YORK MELLON, as Collateral Agent

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

[Signature Page to Supplemental Indenture]

THE MCCLATCHY COMPANY,
as Issuer,
and
THE SUBSIDIARY GUARANTORS PARTIES
HERETO
6.875% Senior Secured Junior Lien Notes due 2031

SECOND SUPPLEMENTAL INDENTURE

Dated as of March 15, 2019

to

INDENTURE

Dated as of December 18, 2018

THE BANK OF NEW YORK MELLON,
as Trustee
and
as Collateral Agent

THIS SECOND SUPPLEMENTAL INDENTURE, is entered into as of March 15, 2019 (this “Second Supplemental Indenture”), among THE MCCLATCHY COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (as defined herein, the “Company”), the Subsidiary Guarantors party hereto and THE BANK OF NEW YORK MELLON, a New York banking corporation, as trustee (in such capacity, as defined herein, the “Trustee”) and as notes collateral agent (in such capacity, as defined herein, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, the Company, the Subsidiary Guarantors party thereto and the Trustee and Collateral Agent entered into the Indenture, dated as of December 18, 2018, as supplemented by the First Supplemental Indenture thereto, dated March 15, 2019 (the “Indenture”), pursuant to which the Company issued \$193,466,000 in aggregate principal amount of its 6.875% Senior Secured Junior Lien Notes due 2031 (the “Initial Notes”), which are guaranteed by the Subsidiary Guarantors;

WHEREAS, Section 2.02 of the Indenture provides, among other things, that Additional Notes ranking *pari passu* with the Initial Notes may be created and issued from time to time by the Company, in connection with the exchange of all or any portion of up to \$75,000,000 in aggregate principal amount of 2029 Debentures (as defined in the Indenture) pursuant to clause (b) of Section 5.09 of the Junior Lien Term Loan Credit Agreement (as defined in the Indenture), subject to certain conditions set forth in the Indenture;

WHEREAS, the Company wishes to issue \$74,957,000 in aggregate principal amount of Additional Notes in connection with the exchange of \$74,957,000 in aggregate principal amount of 2029 Debentures (such Additional Notes, the “Additional Notes”);

WHEREAS, pursuant to Section 9.01(xiv) of the Indenture, the Company may supplement the Indenture to provide for the issuance of Additional Notes without notice to or consent of any Holder;

WHEREAS, the Company and the Subsidiary Guarantors have requested and hereby direct that the Trustee and Collateral Agent join with the Company and the Subsidiary Guarantors in the execution of this Supplemental Indenture; and

WHEREAS, all acts and things necessary to make this Second Supplemental Indenture a valid agreement according to its terms, have been done and performed, and the execution of this Second Supplemental Indenture has in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and intending to be legally bound, the parties hereto hereby agree as follows:

ARTICLE I

Relation to Indenture: Definitions

SECTION 1.01 Relation to Indenture. This Second Supplemental Indenture constitutes an integral part of the Indenture. In the event of inconsistencies between the Indenture and the Second Supplemental Indenture, the terms of this Second Supplemental Indenture shall govern.

SECTION 1.02 Certain Definitions. Capitalized terms used herein and not otherwise defined herein are used as defined in the Indenture.

ARTICLE II

Additional Notes

SECTION 2.01 Additional Notes. As of the date hereof, the Company hereby creates and will issue the Additional Notes under the Indenture. Interest on the Additional Notes shall accrue from January 15, 2019, and the first interest payment date for the Additional Notes is July 15, 2019. The Additional Notes shall rank pari passu with the Initial Notes, shall be consolidated with and be treated as a single class of securities with the Initial Notes and shall have the same terms as to status, redemption or otherwise as the Initial Notes, except for the issue date.

SECTION 2.02 Note Guarantees. Each Subsidiary Guarantor hereby confirms that such Subsidiary Guarantor, jointly and severally, unconditionally guarantees to each Holder of an Additional Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns the obligations of the Company under the Indenture and the Additional Notes as and to the extent provided for in Article 10 of the Indenture.

SECTION 2.03 Authentication Order. The Trustee shall, pursuant to an authentication order delivered in accordance with Section 2.02 of the Indenture, authenticate the Additional Notes for original issue in an aggregate principal amount specified in such authentication order.

ARTICLE III

Miscellaneous

SECTION 3.01 Conditions Precedent. The Company represents and warrants that each of the conditions precedent to the supplement of the Indenture (including such conditions pursuant to Sections 9.01, 9.05, 13.02 and 13.03 of the Indenture) have been satisfied in all respects.

SECTION 3.02 Instruments To Be Read Together; Entire Agreement. This Second Supplemental Indenture is executed as and shall constitute an indenture supplemental to and in implementation of the Indenture, and said Indenture and this Second Supplemental Indenture shall henceforth be read together. This Second Supplemental Indenture constitutes the entire agreement of the parties hereto with respect to the supplements to the Indenture set forth herein.

SECTION 3.03 Ratification of Indenture. The Indenture, as supplemented by this Second Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon and after the execution of this Second Supplemental Indenture, each reference in the Indenture, as supplemented by this Second Supplemental Indenture, to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture shall mean and be a reference to the Indenture, as supplemented by this Second Supplemental Indenture. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

SECTION 3.04 Governing Law. This Second Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York..

SECTION 3.05 Successors. This Second Supplemental Indenture is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns.

SECTION 3.06 Multiple Originals. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Second Supplemental Indenture.

SECTION 3.07 Headings. The headings of the Articles and Sections of this Second Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

SECTION 3.08 Severability. In case any provision in this Second Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.09 Benefits of Supplemental Indenture. Nothing in this Second Supplemental Indenture, express or implied, shall give to any Person (other than the parties hereto and their successors hereunder and the Holders) any benefit or any legal or equitable right, remedy or claim under this Second Supplemental Indenture.

SECTION 3.10 Trustee Rights. In acting under and by virtue of this Second Supplemental Indenture, the Trustee shall have all of the rights, protections and immunities given to it under the Indenture. The Trustee is not responsible for the validity or sufficiency of this Second Supplemental Indenture, nor for the recitals contained herein, all of which shall be taken as statements of the Company.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Second Supplemental Indenture to be duly executed as of the date first written above.

THE MCCLATCHY COMPANY

By: /s/ Elaine Lintecum

Name: Elaine Lintecum

Title: Vice President, Finance, Chief Financial Officer and
Treasurer

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All By: /s/ Elaine Lintecum

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By: /s/ Elaine Lintecum

Name: Elaine Lintecum
Title: Vice President, Finance, Chief Financial Officer and
Treasurer

[Signature Page to Second Supplemental Indenture]

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

THE BANK OF NEW YORK MELLON, as Collateral Agent

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

[Signature Page to Second Supplemental Indenture]
