



CHICAGO CUBS

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Chairman



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February 2, 2009

J.P. Morgan Securities Inc.  
383 Madison Avenue  
New York, NY 10017

Attention:

Ladies and Gentlemen:

Reference is made to that certain engagement letter, dated July 9, 2007 (the "Engagement Letter"), between Tribune Company ("Tribune"), which is the ultimate parent of Chicago National League Ball Club, LLC ("CNLBC"), and J.P. Morgan Securities Inc. ("J.P. Morgan"), pursuant to which J.P. Morgan was retained and has been acting as financial advisor in connection with a proposed transaction with respect to assets held by each of the following entities: (i) CNLBC, (ii) Tribune Sports Network Holdings, LLC, (iii) Wrigley Field Premium Ticket Services, LLC, (iv) Diana-Quentin, LLC, and (v) Chicago Cubs Dominican Baseball Operations, LLC (collectively, the "Assets").

On December 8, 2008, Tribune and certain of its affiliates, but not CNLBC or any of the other entities holding the Assets, filed petitions for relief under chapter 11 of the United States Bankruptcy Code with the Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

Tribune and CNLBC have determined that it is in their respective best interests to continue the process related to a potential transaction with respect to the Assets and for CNLBC to engage J.P. Morgan directly to complete the process. Tribune is willing to assign, and CNLBC is willing to assume, J.P. Morgan's engagement on the terms set forth in the Engagement Letter, and J.P. Morgan is willing to perform such services for CNLBC.

Therefore, for good and valuable consideration, the adequacy of which is hereby acknowledged by the parties, Tribune hereby agrees to assign to CNLBC all of its rights and obligations (including, without limitation, all representations, acknowledgements, understandings and undertakings) under the Engagement Letter, and CNLBC agrees to

assume such rights and obligations (including, without limitation, all representations, acknowledgements, understandings and undertakings), and J.P. Morgan hereby consents to such assignment and assumption. As a result of such assignment, Tribune shall have no further obligations under the Engagement Letter.

In connection with the assignment and assumption contemplated hereby, CNLBC and J.P. Morgan hereby agree that the first sentence of Section 4 of the Engagement Letter is hereby amended to provide that the Engagement Letter shall expire on April 15, 2009.

Upon the entry of a final order of the Bankruptcy Court approving this letter agreement, this letter agreement shall be deemed effective as of December 8, 2008. This letter agreement shall be governed by New York law.

Yours truly,

Chicago National League Ball Club, LLC

By: 

Crane H. Kenney, Chairman

Accepted and agreed as of the date written above:

Tribune Company

By: 

J.P. Morgan Securities Inc.

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