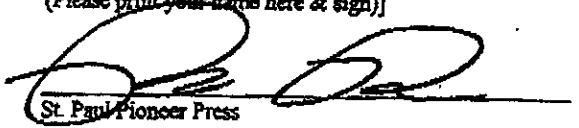


Ethics Statement

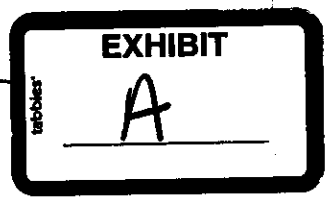
In my role as an employee of MediaNews Group, Inc., I certify to you that I adhere to and advocate the following principles and responsibilities governing my professional and ethical conduct. To the best of my knowledge and ability:

1. I act with honesty and integrity avoiding actual or apparent conflicts of interest in personal and professional relationships.
2. I provide constituents with information that is accurate, complete, objective, relevant, timely and understandable.
3. I comply with rules and regulations of federal, state, provincial and local governments, and other appropriate private and public regulatory agencies.
4. I act in good faith, responsibly, with due care, competence and diligence, without misrepresenting material facts or allowing my independent judgment to be subordinated.
5. I respect the confidentiality of information acquired in the course of my work except when authorized or otherwise legally obligated to disclose. Confidential information acquired in the course of my work is not used for personal advantage.
6. I share knowledge and maintain skills important and relevant to my constituent's needs.
7. I proactively promote ethical behavior as a responsible partner among peers in my work environment.
8. I encourage and reward professional integrity in all aspects of the organizations.
9. I achieve responsible use of and control over all assets and resources employed or entrusted to me.
10. I understand that if MediaNews Group, Inc. is required to prepare an accounting restatement due to material non-compliance, as a result of misconduct with any financial reporting requirement under the securities laws, I may have to reimburse MediaNews Group for any bonuses received during the 12-month period related to the period of non-compliance.

I have read and understand MediaNews Group, Inc.'s policy 4.0 Corporate Governance and Code of Ethics dated October 2003. I understand that it is my responsibility to obtain approval from the Board of Directors for any requests for exceptions from and to report any exceptions to or noncompliance with policy 4.0 Corporate Governance and Code of Ethics dated October 2003 immediately to the MediaNews Group Corporate Secretary and CFO, or the Chairman of the Board of Directors. I have also read and understand MediaNews Group, Inc.'s policy 4.8 - Ethics Hotline. I understand that it is also my responsibility to bring to the attention of the Board of Directors directly or via the Ethics Hotline, any observed instances of non-compliance with policy 4.0 - Corporate Governance and Code of Ethics.

Per Riddle
(Please print your name here & sign)

St. Paul Pioneer Press

9/26/06
Date



Intro speech 2006?

It was a team that turned the Pioneer Press around and it will be a team that gets the X Newspaper growing again.

It is a real honor to be trusted with MNI's X paper

MNI is taking a chance on me but I don't think taking chances is something MNI is afraid to do.

My family has been trying to chase you guys out of St Paul since 1927 so I recognize this will take some getting used to but I hope over time I will earn you trust as I have in other places. I encourage you to check me out.

There are 1,500 newspapers in the US and the last one I ever thought I would work for was the X Newspaper. This will take some time for all of us to get used to.

People make the difference. You can't recruit and retain great people if you don't have the right culture. I take accountability, development and transparency very seriously.

You'll never hear me talk about the good days. In part because I'm young and in part because I believe our best days are still ahead of us. Going forward we can count on very little for free. Circulation is not going to magically grow; advertisers are not going to knock on our door. So when we do grow readers, revenue and profits it is because we are doing the right things and we've earned it. My definition of the good days is not when we grow the business because the market has no other option but rather we grow the business because the market recognizes our product as better than all the other options.

Little McClatchy is now Big Mac

How do you get change?

In order to get EE engagement you need transparency. You need to treat them like adults and kill the parent/child relationship.

What are you interested in?

I make time to read 4 papers a day

I have three kids

I love to run. I get to the gym or run every day

Work takes a lot of hours

OR

I met my wife in math camp; one struck out in band camp



On Friday nights I like watching almanac...live
We're raising three little newspaper readers

SLO

Look up labor line and profit growth

CP went from 3-1 million

Union organizing

6.8% margin but we didn't make the case for change

XX% profit growth two years with no buyouts

Lessons?

Give everyone the opportunity to get engaged, but it isn't for free

Key manager meeting, tell Rochelle/sandy story

Neutralize as much of the P&L as you can. Holding labor line is key

Why leave the PiPress?

Option 1. I'm leaving KR and joining a new company any way you slice it. Either I join MN or MNI. Both are great companies but I can take on a huge new professional challenge and not have to move my family.

Option 2: I made a decision to leave MN so it was not a question of PP vs X Newspaper but rather a question of the X Newspaper vs another paper. This allows me to not disrupt my kids' lives with another move.

Low point

Emily, cord, stop reading Romenesko

High point

Staying in the Twin cities

What would your grandfather say?

It would break his heart to see that KR is dead. But he would understand that I need to start over with a new company and the owners of both newspapers have offered me a job. I think he would say whatever you do don't turn your back on St Paul. And I won't.

Working email to all EEs

I am leaving the Pioneer Press and have accepted the publisher job at the X Newspaper. As is the standard practice when someone goes to the competition today will be my last day at the Pioneer Press.

This move is a highly unusual end to a highly unusual year and you deserve an explanation of why I'm making the change. While I've enjoyed getting to know Dean Singleton, and have the highest respect for the successful company he has built, I don't feel that MN is a good fit for me. I wasn't looking to leave the Pioneer Press but rather I needed to leave MN. There were no disagreements about budgets or the newspaper's strategy but just a sense, after getting to know his leadership team, that we weren't right

for each other. Hiring Steve Rossi was a great move, in my view, and the Pioneer Press is better off with Steve's involvement. But, I made the decision to leave MNG and join MNI. Once that decision was made the question was not whether to stay at the PP or go to the X Newspaper but rather go to the X Newspaper or wait for some other opportunity at MNI. By accepting this job I'm able to join MNI and take on a new professional challenge without disrupting my kid's lives with another move.

The competitive spirit runs deep here and I know some of you can never see any scenario where it is okay to go to the competition but I thought you deserved to at least know the reason for my decision.

This has been a tough year and I want to thank you for all your hard work. It is disruptive to the paper to lose another publisher but it is more disruptive to have a publisher that isn't in sync with the leadership at corporate.

Statement from Par Ridder, Publisher and CEO, Star Tribune:

The Star Tribune and the Pioneer Press have always engaged in healthy competition, and our rivalry makes both newspapers better for all readers in the community. It has been a common occurrence over the years for employees to move from the Star Tribune to the Pioneer Press, and vice versa. And Dean Singleton, the CEO of MediaNews Group, parent company of Pioneer Press, is on the record saying he does not believe in non-compete clauses.

We now have a disagreement over whether a Pioneer Press employee we just hired has a valid non-compete agreement. Based on all the information we have, we believe we were free to hire her.

This disagreement has been further escalated by personal attacks on me by the current publisher of the Pioneer Press. When I left the Pioneer Press, I discussed the terms of my departure in detail-- including the return of my laptop--with MediaNews and Pioneer Press executives and made all the necessary arrangements to leave appropriately and in good faith. No issues were raised at the time about how I handled my departure.

As reported in the Pioneer Press this morning, "Singleton downplayed the significance of [my] departure ... explaining that newspapers today basically know what each other is doing to compete." Nevertheless, I highly respect the confidentiality of any sensitive Pioneer Press information I was exposed to over the years as its publisher. I haven't used and wouldn't use any confidential Pioneer Press information to create an unfair advantage for the Star Tribune.

We will work through this disagreement in good faith, which means I will say nothing more publicly until we reach resolution.

March 30, 2007



4.0 - Corporate Governance, Independence, and Conflicts of Interest

Ethics Statement

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Kevin J. Desobry
(Please print your name here & sign)
Kevin J. Desobry
St. Paul Pioneer Press

9-25-06
Date



**PIONEER PRESS CONFIDENTIALITY
AND NON-COMPETE AGREEMENT**

As a condition of her new employment by the St. Paul Pioneer Press to the position of Director Targeted Publications, Employee agrees to the following:

1. Employee acknowledges that during the course of her employment by the St. Paul Pioneer Press, she may obtain access to information and materials that the Pioneer Press considers proprietary, confidential, and/or contains trade secrets ("Confidential Information"). Such information and materials may include lists, names, addresses or other information regarding subscribers and/or advertisers with whom the Pioneer Press has or is considering a business relationship; future business plans; and financial information. Employee understands that the foregoing is not an exhaustive list and that confidential information also includes any other information or documents identified as confidential or proprietary or which she knows or has reason to know has such status. Employee acknowledges that confidential information may be such regardless of whether such information or materials were furnished to her by the Pioneer Press or developed in connection with or as a result of her performance of services for the Pioneer Press.
2. Employee agrees that she will treat all Confidential Information as strictly confidential, that she will not disclose it or allow it to be disclosed to anyone not having a need to know it on behalf of the Pioneer Press, and in any event not to anyone outside of the Pioneer Press' direct employ; that she will not use any confidential information except as required in the performance of her duties for the Pioneer Press; and that she will not remove Confidential Information from the Pioneer Press' premises or premises where the Pioneer Press is performing services; except as required in the performance of her duties for the Pioneer Press.
3. Employee acknowledges that unauthorized use of Pioneer Press Confidential Information will irreparably harm the Pioneer Press.
4. Immediately upon termination of employment, for whatever reason, Employee agrees to return to the Pioneer Press all property including, but not limited to all Confidential Information and copies thereof, in whatever form.
5. Employee agrees that from the date hereof, and until one year after the termination of her employment for whatever reason, she shall not work for, be employed by, render services to, or solicit any existing Pioneer Press employee to work for, be employed by or render services to, any entity or person involved in publishing any major daily newspaper in the Twin Cities MSA ("Non-Competition Area");

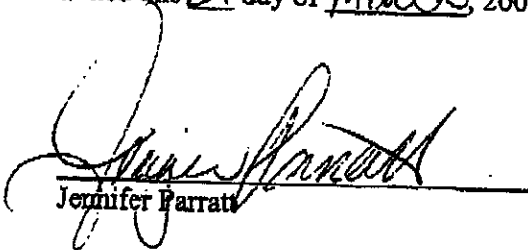
EXHIBIT

E

tabbles

6. This Agreement is limited by the scope of the non-competition area as defined above and is reasonable and necessary to protect the Pioneer Press' legitimate business interests, including the protection of its Confidential Information and the prevention of unfair competition.
7. Employee acknowledges the need for, and the reasonableness of this non-compete agreement. Employee acknowledges that the restrictions herein will not prohibit her from finding subsequent employment.
8. Employee agrees that, in the event of a breach or threatened breach of this non-compete Agreement, the Pioneer Press would suffer irreparable harm for which there is no adequate remedy at law since monetary damages will be difficult or impossible to calculate. In such a case the Pioneer Press shall be entitled to an injunction prohibiting such breach or threatened breach, in addition to any and all other remedies at law or in equity, and to collect from Employee its costs including reasonable attorney fees, incurred in bringing such legal or equitable action or in otherwise enforcing the terms of this Agreement.
9. The non-competition period will be extended to compensate for any period during which Employee breaches the non-compete Agreement.
10. This Agreement may not be modified except in writing and signed by the parties.
11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.
12. If a court finds that any provision of this Agreement is invalid or unenforceable, the court may modify that provision to make it enforceable or may sever that provision, and the remaining provisions of this Agreement shall remain in full force and effect.

Dated this 27 day of March, 2006


Jennifer Parratt

Dated this 28 day of March, 2006

ST. PAUL PIONEER PRESS

by 
Karen Clary, VP-H R& Labor Relations

From: Mott, Fred
Sent: Thursday, March 29, 2007 8:35 AM
To: Par Ridder (parridder@startribune.com)
Subject: Jennifer Parratt

Par,
Hate for this to be our first communication.

I understand you offered Jennifer Parratt a job heading up targeted publications for your organization. Dean and Steve were under the impression that you gave your word that you would stay away from Pioneer Press folks. Whether Jennifer called you because of uncertainties here, or you called here, a leader needs to be trusted. In the end you are judged by your actions, and whether they square with your word.

Jennifer is under a non-compete contract here. I don't think it is in either of our interests to make this a messy affair. The right thing to do is to tell her you made a mistake and withdraw the offer.

Call if you would like to discuss. Fred

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