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

FORM 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2019 OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number 001-10701

THE E.W. SCRIPPS COMPANY

(Exact name of registrant as specified in its charter)

Ohio	31-1223339
(State or other jurisdiction of incorporation or organization)	*(IRS Employer Identification Number)*

312 Walnut Street
Cincinnati, Ohio 45202
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (513) 977-3000

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.01 per share	SSP	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definition of “large accelerated filer”, “accelerated filer” , “smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ 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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

The aggregate market value of Class A Common shares of the registrant held by non-affiliates of the registrant, based on the $15.29 per share closing price for such stock on June 30, 2019, was approximately $820,000,000. All Class A Common shares beneficially held by executives and directors of the registrant and descendants of Edward W. Scripps have been deemed, solely for the purpose of the foregoing calculation, to be held by affiliates of the registrant. There is no active market for our Common Voting shares.

As of January 31, 2020, there were 69,051,928 of the registrant’s Class A Common shares, $.01 par value per share, outstanding and 11,932,722 of the registrant’s Common Voting shares, $.01 par value per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain information required for Part III of this report is incorporated herein by reference to the proxy statement for the 2020 annual meeting of shareholders.

Index to The E.W. Scripps Company Annual Report
on Form 10-K for the Year Ended December 31, 2019

As used in this Annual Report on Form 10-K, the terms “Scripps,” “Company,” “we,” “our” or “us” may, depending on the context, refer to The E.W. Scripps Company, to one or more of its consolidated subsidiary companies, or to all of them taken as a whole.

Additional Information

Our Company website is http://www.scripps.com. Copies of all of our SEC filings filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 are available free of charge on this website as soon as reasonably practicable after we electronically file the material with, or furnish it to, the SEC. Our website also includes copies of the charters for our Compensation, Nominating & Governance and Audit Committees, our Corporate Governance Principles, our Insider Trading Policy, our Ethics Policy and our Code of Ethics for the CEO and Senior Financial Officers. All of these documents are also available to shareholders in print upon request or by request via e-mail to secretary@scripps.com.

Forward-Looking Statements

Our Annual Report on Form 10-K contains certain forward-looking statements related to the Company's businesses that are based on management’s current expectations. Forward-looking statements are subject to certain risks, trends and uncertainties, including changes in advertising demand and other economic conditions that could cause actual results to differ materially from the expectations expressed in forward-looking statements. Such forward-looking statements are made as of the date of this document and should be evaluated with the understanding of their inherent uncertainty. A detailed discussion of principal risks and uncertainties that may cause actual results and events to differ materially from such forward-looking statements is included in the section titled “Risk Factors.” The Company undertakes no obligation to publicly update any forward-looking statements to reflect events or circumstances after the date the statement is made.

PART I

Item 1. Business

We are an 141-year-old media enterprise with interests in local and national media brands. Founded in 1878, our motto is "Give light and the people will find their own way." Our mission is to do well by doing good — creating value for customers, employees and owners by informing, engaging and empowering those we serve. We serve audiences and businesses in our Local Media division through a portfolio of local television stations and their associated digital media products. We are the fourth-largest independent owner of local television stations, with 60 stations in 42 markets that reach about 31% of U.S. television households. We have affiliations with all of the “Big Four” television networks as well as the CW and MyNetworkTV networks. In our National Media division, we operate national brands including podcast industry-leader Stitcher and its advertising network Midroll Media; next-generation national news network Newsy; five national multicast networks - Bounce, Grit, Laff, Court TV and Court TV Mystery - that make up the Katz Networks; and Triton, a global leader in digital audio technology and measurement services. We also operate an award-winning investigative reporting newsroom in Washington, D.C., and serve as the longtime steward of one of the nation's largest, most successful and longest-running educational programs, the Scripps National Spelling Bee. For a full listing of our outlets, visit http://www.scripps.com.

In our Local Media division, recent acquisitions have strengthened our economic durability, quadrupled the number of No.1 and No.2-ranked stations we operate and more than doubled the number of markets where we operate two stations. We have further expanded our attractive political advertising footprint and added new large markets. We now own 26 stations in the top 50 Nielsen Designated Market Areas. Effective January 1, 2019, we acquired ABC-affiliated stations in Waco, Texas and Tallahassee, Florida. On May 1, 2019, we acquired from Cordillera Communications, Inc. 15 television stations serving 10 markets. On September 19, 2019, we acquired eight television stations in seven markets from the Nexstar Media Group, Inc. transaction with Tribune Media Company. In order to fund these acquisitions, we issued a $765 million term loan B in May 2019 and $500 million of senior unsecured notes in July 2019. As a result, our focus is now on integrating the stations we acquired.

We are committed to the continued investment in our national media businesses for long-term growth. We continue to increase our Newsy audience, Stitcher podcast listeners and Katz U.S. household reach through our investment in and creation of quality content. On May 8, 2019, Court TV launched as a fifth over-the-air network operated by Katz, available for cable, satellite and over-the-air and over-the-top carriage. This network is devoted to live, gavel-to-gavel coverage, in-depth legal reporting and expert analysis of the nation's most important and compelling trials. On June 10, 2019, we completed the acquisition of Omny Studio, which is a Melbourne, Australia-based podcasting software-as-a-service company now operating as part of Triton. On September 30, 2019, Katz rebranded its popular and widely available network, Escape, as Court TV Mystery, which targets women 25-54 with programming anchored in true-crime. These rapidly growing national media brands are attracting large audiences and new advertisers.

Additionally, we deliver value to shareholders through our quarterly 5 cents per share dividend. Dividends paid totaled $16.4 million during 2019. We intend to pay regular quarterly cash dividends for the foreseeable future. All subsequent dividends will be reviewed quarterly and declared by the Board of Directors at its discretion. The declaration and payment of future dividends will be dependent upon, among other things, the Company's financial position, results of operations, cash flow and other factors.

Financial information for each of our business segments can be found under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and the Notes to Consolidated Financial Statements of this Form 10-K.

LOCAL MEDIA

Our Local Media segment is comprised of our 60 local broadcast television stations and their related digital operations. We have operated broadcast television stations since 1947, when we launched Ohio’s first television station, WEWS, in Cleveland. Today, our television station group reaches approximately 31% of the nation’s television households and includes 18 ABC affiliates, 11 NBC affiliates, nine CBS affiliates and four FOX affiliates. We also have 13 CW affiliates - five on full power stations and eight on multicast; two MyNetwork TV affiliates; two independent stations and nine additional low power stations.

We produce high-quality news, information and entertainment content that informs and engages our local communities. We distribute our content on multiple platforms, including broadcast, digital, mobile, social and over-the-top (OTT). It is our objective to develop content and applications designed to enhance the user experience on each of those platforms. Our ability to cover our communities across various digital platforms allows us to expand our audiences beyond traditional broadcast television.

We believe the most critical component of our product mix is compelling news content, which is an important link to the community and aids our stations' efforts to retain and expand viewership. We have trained employees in our news departments to be multi-media journalists, allowing us to pursue a “hyper-local” strategy by having more reporters covering local news for our over-the-air and digital platforms.

In addition to news programming, our television stations run network programming, syndicated programming and original programming. Our strategy is to balance syndicated programming with original programming that we control. We believe this strategy improves our Local Media division's financial performance. Original shows we produce ourselves or in partnership with others include:

- *The List*, an Emmy-award winning infotainment show, is available in 32 markets reaching viewers in approximately 25 percent of the country.
- *The Race* is a weekly show that focuses on the issues impacting Americans as we close in on the 2020 election. We avoid the political fights of the day and travel coast to coast talking to Americans about their lives. This show is available in more than 50 markets.
- *RightThisMinute* is a daily entertainment program featuring consumer-generated viral videos. *RightThisMinute* reaches nearly 97 percent of the nation's television households.

Information concerning our full-power television stations, their network affiliations and the markets in which they operate is as follows:

Station	Market	Network Affiliation/ DTV Channel	Affiliation Agreement Expires in	FCC License Expires in	Market Rank (1)	Stations in Market (2)	Station Rank in Market (3)	Percentage of U.S. Television Households in Mkt (4)	Average Audience Share (5)
WPIX-TV	New York, Ch. 11	CW/11	2021	2023	1	26	7	6.4%	2
KNXV-TV	Phoenix, Ch. 15	ABC/15	2022	2022	11	19	3	1.8%	5
KASW -TV	Phoenix, Ch. 61	CW/27	2021	2022	11	19	7	1.8%	1
WFTS-TV	Tampa, Ch. 28	ABC/29	2022	2021	12	15	4	1.7%	4
WMYD-TV	Detroit, Ch. 20	MY/21	2020	2021	14	10	6	1.6%	1
WXYZ-TV	Detroit, Ch. 7	ABC/41	2022	2021	14	10	3	1.6%	9
WSFL-TV	Miami, Ch. 39	CW/27	2021	2021	16	15	7	1.5%	1
KMGH-TV	Denver, Ch. 7	ABC/7	2022	2022	17	21	4	1.4%	5
WEWS-TV	Cleveland, Ch. 5	ABC/15	2022	2021	19	12	2	1.3%	8
WRTV-TV	Indianapolis, Ch. 6	ABC/25	2022	2021	25	15	4	1.0%	5
WMAR-TV	Baltimore, Ch. 2	ABC/38	2022	2020	26	8	4	1.0%	3
WTVF-TV	Nashville, Ch. 5	CBS/25	2021	2021	28	11	1	0.9%	13
KGTV-TV	San Diego, Ch. 10	ABC/10	2022	2022	29	16	4	0.9%	5
KSTU-TV	Salt Lake City, Ch. 13	FOX/28	2022	2022	30	17	2	0.9%	8
KMCI-TV	Kansas City, Ch. 38	Ind./41	N/A	2022	32	12	6	0.8%	1
KSHB-TV	Kansas City, Ch. 41	NBC/42	2021	2022	32	12	4	0.8%	7
WTMJ-TV	Milwaukee, Ch. 4	NBC/28	2021	2021	35	13	4	0.8%	7
WPTV-TV	W. Palm Beach, Ch. 5	NBC/12	2021	2021	36	12	1	0.8%	9
WHDT-TV	W. Palm Beach, Ch. 9	Ind/34	N/A	2021	36	13	10	0.8%	N/A
WCPO-TV	Cincinnati, Ch. 9	ABC/22	2022	2021	37	6	3	0.8%	7
KTNV-TV	Las Vegas, Ch. 13	ABC/13	2022	2022	39	12	4	0.7%	4
WGNT-TV	Norfolk, Ch. 27	CW/50	2021	2020	42	11	5	0.6%	3
WTKR-TV	Norfolk, Ch. 3	CBS/40	2022	2020	42	11	1	0.6%	9
WXMI-TV	Grand Rapids, Ch. 17	FOX/19	2022	2021	45	9	3	0.6%	8
WKBW-TV	Buffalo, Ch. 7	ABC/38	2022	2023	52	9	3	0.5%	5
WFTX-TV	Fort Myers/Naples, Ch. 4	FOX/35	2022	2021	53	10	3	0.5%	6
WTVR-TV	Richmond, Ch. 6	CBS/25	2022	2020	54	8	1	0.5%	9
KJRH-TV	Tulsa, Ch. 2	NBC/8	2021	2022	58	13	4	0.5%	5
WLEX-TV	Lexington, Ch. 18	NBC/39	2021	2021	64	7	2	0.4%	10
KWBA-TV	Tucson, Ch. 58	CW/44	2021	2022	65	12	8	0.4%	1
KGUN-TV	Tucson, Ch. 9	ABC/9	2022	2022	65	12	4	0.4%	5
WGBA-TV	Green Bay/Appleton, Ch. 26	NBC/41	2021	2021	67	6	4	0.4%	5
WACY-TV	Green Bay/Appleton, Ch. 32	MY/27	2020	2021	67	6	6	0.4%	1
KMTV-TV	Omaha, Ch. 3	CBS/45	2022	2022	71	6	3	0.4%	7
KXXV-TV	Waco, Ch.25	ABC/26	2020	2022	82	9	3	0.3%	6
KOAA-TV	Colorado Springs, Ch.5	NBC/42	2021	2022	85	8	2	0.3%	8
KIVI-TV	Boise, Ch. 6	ABC/24	2022	2022	102	5	4	0.2%	5
WTXL-TV	Tallahassee, Ch. 27	ABC/27	2020	2021	109	7	2	0.2%	4
WSYM-TV	Lansing, Ch. 47	FOX/38	2022	2021	112	7	3	0.2%	6
KATC-TV	Lafayette, Ch. 3	ABC/28	2022	2021	123	6	2	0.2%	8
KERO-TV	Bakersfield, Ch. 23	ABC/10	2022	2022	125	8	4	0.2%	4
KSBY-TV	San Luis Obispo, Ch. 6	NBC/15	2021	2022	126	11	1	0.2%	9
KRIS-TV	Corpus Christi, Ch. 6	NBC/13	2021	2022	128	9	2	0.2%	12
KPAX-TV	Missoula, Ch. 8	CBS/7	2021	2022	163	6	1	0.1%	11
KTVQ-TV	Billings, Ch. 2	CBS/10	2021	2022	168	6	1	0.1%	19
KXLF-TV	Butte-Bozeman, Ch. 4	CBS/5	2021	2022	186	4	1	0.1%	17
KRTV-TV	Great Falls, Ch. 3	CBS/7	2021	2022	192	5	1	0.1%	22
KTVH-TV	Helena, Ch. 12	NBC/12	2021	2022	205	4	1	—%	16

All market and audience data is based on the October 2019 Nielsen survey and 2020 Nielson HH Universe Estimates. Share includes live viewing plus 7 days of viewing on DVR.

(1) Market rank represents the relative size of the television market in the United States.
(2) Stations in Market represents stations within the Designated Market Area per the Nielsen survey excluding public broadcasting stations, satellite stations, and low-power stations.
(3) Station Rank in Market is based on Average Share as described in (5).
(4) Percentage of U.S. Television Households in Market represents the number of U.S. television households in Designated Market Area as a percentage of total U.S. television households.
(5) Average Audience Share represents the number of television households tuned to a specific station from 6 a.m. to 2 a.m. Monday-Sunday, as a percentage of total viewing households in the Designated Market Area.

Historically, we have been successful in renewing our FCC licenses.

Additionally, we operate 11 low-power stations and one full-power satellite station.

Revenue cycles and sources

Core Advertising

Our core advertising is comprised of sales to local and national customers. The advertising includes a combination of broadcast spots, as well as digital and OTT advertising. Our core advertising revenues accounted for 59% of our Local Media segment's revenues in 2019. Pricing of broadcast spot advertising is based on audience size and share, the demographics of our audiences and the demand for our limited inventory of commercial time. Our stations compete for advertising revenues with other sources of local media, including competitors' television stations in the same markets, radio stations, cable television systems, newspapers, digital platforms and direct mail.

Local advertising time is sold by each station's local sales staff who call upon advertising agencies and local businesses, which typically include advertisers such as car dealerships, health-care facilities and other service providers. We seek to attract new advertisers to our television stations and to increase the amount of advertising sold to existing local advertisers by relying on experienced local sales forces with strong community ties, producing news and other programming with local advertising appeal and sponsoring or promoting local events and activities.

National advertising time is generally sold through national sales representative firms that call upon advertising agencies, whose clients typically include automobile manufacturers and dealer groups, telecommunications companies and insurance providers.

Digital revenues are primarily generated from the sale of advertising to local and national customers on our local television websites, smartphone apps, tablet apps and other platforms.

Cyclical factors influence revenues from our core advertising categories. Some of the cycles are periodic and known well in advance, such as election campaign seasons and special programming events (e.g. the Olympics or the Super Bowl). For example, our NBC affiliates benefit from incremental advertising demand from the coverage of the Olympics. Economic cycles are less predictable and beyond our control.

Due to increased demand in the spring and holiday seasons, the second and fourth quarters normally have higher advertising revenues than the first and third quarters.

Political Advertising

Political advertising is generally sold through our Washington D.C. sales office. Advertising is sold to presidential, gubernatorial, Senate and House of Representative candidates, as well as for state races and local issues. It is also sold to political action groups (PACs) or other advocacy groups. Political advertising revenues were 2% of our Local Media segment's revenues in 2019.

Political advertising revenues increase significantly during even-numbered years when local, state and federal elections occur. In addition, every four years, political spending is typically elevated further due to the advertising for the presidential election. Because of the cyclical nature of each political election cycle, there has been a significant difference in our operating results when comparing the performance in even-numbered years to that in odd-numbered years. Additionally, our operating

results are impacted by the number, importance and competitiveness of individual political races and issues discussed in our local markets.

Retransmission Revenues

We earn revenues from retransmission consent agreements with multi-channel video programming distributors ("MVPDs") in our markets. Retransmission revenues were 37% of our Local Media segment's revenues in 2019. The MVPDs are cable operators, telecommunication companies and satellite carriers who pay us to offer our programming to their customers. We expect to renew MVPD contracts covering 41% of our subscriber base in 2020 and an additional 18% by the end of 2021. In addition to the renewals for 2020, we will begin to receive retransmission fees from Comcast for nine of our television stations for which we have historically received little to no compensation. We also receive fees from over-the-top virtual MVPDs such as Hulu, YouTubeTV and AT&T Now. The fees we receive from our retransmission consent agreements are typically based on the number of subscribers in our local market and the contracted rate per subscriber.

Expenses

Employee costs accounted for 45% of our Local Media segment's costs and expenses in 2019.

We centralize certain functions, such as master control, traffic, graphics and political advertising, at company-owned hubs that do not require a presence in the local markets. This approach enables each of our stations to focus local resources on the creation of content and revenue-producing activities. We expect to continue to look for opportunities to centralize functions that do not require a local market presence.

Programming costs, which include network affiliation fees, syndicated programming and shows produced for us or in partnership with others, were 34% of our Local Media segment's costs and expenses in 2019.

Our network-affiliated stations broadcast programming that is supplied to us by the networks in various dayparts. Under each affiliation agreement, the station broadcasts all of the programs transmitted by the network. In exchange, we pay affiliation fees to the network and the network sells a substantial majority of the advertising time during these broadcasts. We expect our network affiliation agreements to be renewed upon expiration.

Federal Regulation of Broadcasting — Broadcast television is subject to the jurisdiction of the FCC pursuant to the Communications Act of 1934, as amended (“Communications Act”). The Communications Act prohibits the operation of broadcast stations except in accordance with a license issued by the FCC and empowers the FCC to revoke, modify and renew broadcast licenses, approve the transfer of control of any entity holding such a license, determine the location of stations, regulate the equipment used by stations and adopt and enforce necessary regulations. As part of its obligation to ensure that broadcast licensees serve the public interest, the FCC exercises limited authority over broadcast programming by, among other things, requiring certain children's television programming and limiting commercial content therein, requiring the identification of program sponsors, regulating the sale of political advertising and the distribution of emergency information, and restricting indecent programming. The FCC also requires television broadcasters to close caption their programming for the benefit of persons with hearing impairment and to ensure that any of their programming that is later transmitted via the Internet is captioned. Network-affiliated television broadcasters in larger markets must also offer audio narration of certain programming for the benefit of persons with visual impairments. Reference should be made to the Communications Act, the FCC’s rules and regulations, and the FCC’s public notices and published decisions for a fuller description of the FCC’s extensive regulation of broadcasting.

Broadcast licenses are granted for a term of up to eight years and are renewable upon request, subject to FCC review of the licensee's performance. All the Company’s applications for license renewal during the current renewal cycle have been granted for full terms. While there can be no assurance regarding the renewal of our broadcast licenses, we have never had a license revoked, have never been denied a renewal, and all previous renewals have been for the maximum term.

FCC regulations govern the ownership of television stations, and the agency is required by statute to periodically review these rules. In November 2017, the FCC adopted significant changes to its local television ownership rules, but late in 2019 a reviewing court vacated these changes. Accordingly, the FCC’s relaxation of the television “duopoly rule” that generally restricts an applicant from owning or controlling more than one television station (or in some markets under certain conditions, more than two television stations) in the same market is no longer in effect. In particular, that rule’s requirement that eight independent local television station “voices” should remain after any merger and the prohibition against common ownership of two of the four most-viewed stations in a market have been reinstated. Prior to the court’s vacating this rule change, Scripps was permitted to acquire two stations that were in the “top-four” at the time--Stations WTKR and WGNT in the Norfolk-

Portsmouth-Newport News, VA market. While the reviewing court also rejected the FCC's determination that stations in joint advertising sales agreements should not be treated as if they were under common ownership, stations already in such joint sales agreements enjoy a congressionally-directed "grandfathered" status that permits continuation of these arrangements. Stations WSYM-TV, Lansing, Michigan, and KRIS-TV, Corpus Christi, Texas, are parties to such joint advertising agreements. These court-ordered rule changes remain subject to further judicial review.

With respect to national television ownership, the FCC voted in December 2017 to consider whether and how it might revisit its rule preventing applicants from obtaining an ownership interest in television stations whose total national audience reach would exceed 39% of all television households. Earlier in that year, the FCC reinstated the 50% discount applied to the number of households deemed covered by UHF television stations, and the new notice expressly addresses whether to retain this distinction for UHF. This proceeding remains open.

In December 2018, the FCC began another of its statutorily-required reviews of its multiple ownership rule, including a broad review of whether all the current local radio and television rules continue to serve the public interest. This proceeding remains open.

We cannot predict the outcome of the expected and pending court reviews of the FCC's television ownership rule changes or the effect of further FCC rule revisions on our stations' operations or our business.

The restrictions imposed by the FCC's ownership rules may apply to a corporate licensee due to the ownership interests of its officers, directors or significant shareholders. If such parties meet the FCC's criteria for holding an attributable interest in the licensee, they are likewise expected to comply with the ownership limits, as well as other licensee requirements such as compliance with certain criminal, antitrust, and antidiscrimination laws.

In order to provide additional spectrum for mobile broadband and other services, the FCC in 2017 conducted an incentive spectrum auction in which some television broadcasters agreed to voluntarily give up spectrum in return for a share of the auction proceeds. No Scripps station will be going off-air or relinquishing a current UHF-band allocation for a VHF-band allocation as a result of the auction, but 27 Scripps full-power and Class A stations and many of Scripps' low-power and translator stations are relocating to new channels in the reduced broadcast spectrum band. Broadcasters are concerned that the FCC's approach to the post-auction "repacking" of the remaining television stations into this reduced broadcast spectrum may not adequately protect stations' over-the-air services. Broadcasters also are particularly concerned that the FCC's post-auction plans will not provide sufficient time to complete the repacking before the sold spectrum will be authorized for wireless use. Implementing the post-auction changes will be complicated and costly, and stations located near the Canadian and Mexican borders may be at particular risk of service loss due to the need to coordinate international frequency use. Despite warnings about difficulties, such as weather delays and a lack of available qualified tower and equipment installation crews, the FCC has expressed confidence that adequate time will be available to complete the repacking, and it has imposed a "hard" deadline that could require a station to cease broadcasting on its existing frequency even though an alternative facility is not yet ready to provide its over-the-air service.

Broadcasters are currently testing a new voluntary digital television standard, ATSC 3.0. This Internet-protocol based transmission system will permit television stations to offer enhanced and innovative services coupled with much improved broadcast signal reception, particularly by mobile devices. The new standard, however, is incompatible with both existing television receivers and with a station's ability to continue offering its service via the current ATSC 1.0 digital standard. To avoid loss of service to those viewers who lack a new receiver, stations switching to ATSC 3.0 will be required to arrange for a local station that continues to use the current 1.0 standard to air (on a subchannel) programming "substantially similar" to that offered by the switching station on its 3.0 channel. In return, the 3.0 station could host the 3.0 signal of its 1.0 "host" station. This "simulcasting" requirement will sunset in July 2023, unless extended by the FCC. Scripps Station KNXV-TV is participating in a market test of the new transmission system in Phoenix, AZ.

The FCC remains committed to permitting increased non-broadcast spectrum use in the "white spaces" between television stations' protected service areas despite broadcasters' concerns about the possibility of harmful interference to their existing service and to the potential for innovative uses of their broadcast spectrum in the future. In connection with the auction process, the FCC may further reduce the spectrum available for television broadcasting by reserving a 6 MHz channel in each market for non-broadcast, unlicensed services (including wireless microphones). The repacking of television broadcast spectrum and the reservation of spectrum in the "broadcast" band for interference-protected non-broadcast services could have a particularly adverse effect on the ability of low-power and translator television stations to offer service since these stations may not be able to find space to operate in the reduced band and they enjoy only "secondary" status that offers no protection from interference caused by a full-power station. We cannot predict the effect of these proceedings on our offering of digital television service or our business.

Full-power broadcast television stations generally enjoy “must-carry” rights on any cable television system defined as “local” with respect to the station. Stations may waive their must-carry rights and instead negotiate retransmission consent agreements with local cable companies. Similarly, satellite carriers, upon request, are required to carry the signal of those television stations that request carriage and that are located in markets in which the satellite carrier chooses to retransmit at least one local station, and satellite carriers cannot carry a broadcast station without its consent. The Company has elected to negotiate retransmission consent agreements with cable operators and satellite carriers for both our network-affiliated stations and our independent stations, although two recently acquired stations, elected “must-carry” status under their previous ownership.

While the Commission is not actively proceeding with its reexamination of the standards that might trigger the agency’s intervention in retransmission consent negotiations to enforce the obligation of the parties to negotiate in “good faith,” this rulemaking docket remains open. A related agency proceeding also remains open that looks toward the possible elimination of the “network nonduplication” and “syndicated exclusivity” rules that permit broadcasters to enforce certain contractual programming exclusivity rights through the FCC's processes rather than by judicial proceedings. We cannot predict the outcome of these proceedings or their possible impact on the Company.

Other proceedings before the FCC and the courts have reexamined the policies that protect television stations' rights to control the distribution of their programming within their local service areas. For example, the FCC in 2014 initiated a rulemaking proceeding on the degree to which an entity relying upon the Internet to deliver video programming should be subject to the regulations that apply to multi-channel video programming distributors (“MVPDs”), such as cable operators and satellite systems. That proceeding raised a variety of issues, including whether some Internet-based distributors might be able to take advantage of MVPDs' statutory copyright licensing rights. More recently, the major broadcast networks have filed suit against the streaming service Locast, alleging that its retransmission of local television stations’ signals without their consent violates copyright law. We cannot predict the outcome of such proceedings that address the use of new technologies to challenge traditional means of redistributing television broadcast programming or their possible impact on the Company.

The FCC may impose substantial penalties for violations of its rules and policies. While uncertainty continues regarding the scope of the FCC's authority to regulate indecent programming, the agency has increased its enforcement efforts regarding other programming issues such as sponsorship identification, broadcasting proper emergency alerts, and extending service to persons with disabilities. We cannot predict the effect of the FCC’s expanded enforcement efforts on the Company.

NATIONAL MEDIA

Our National Media segment represents our collection of national and international businesses including Katz, Stitcher, Newsy and Triton. These businesses compete on emerging platforms and marketplaces where there is significant growth in both audience and revenue, such as over-the-top (OTT) and over-the-air (OTA) video and digital audio. OTT refers to the delivery of content over the internet which can be assessed through apps on internet-connected devices such as set-top boxes (such as Roku or Apple TV), smartphones, smart TVs and tablets. OTA content can be viewed using antennas or through a cable subscription. Digital audio is on-demand, streaming music or spoken-word programming that can be subscription based or advertising supported. Our digital audio businesses serve consumers, publishers and advertisers by providing a suite of services including content production and distribution, technology, sales, and measurement.

Katz

Katz operates five national multicast networks — Bounce, Grit, Laff, Court TV and Court TV Mystery. The networks are primarily broadcast over-the-air on local broadcasters' digital sub-channels, but they are also available for cable, satellite and over-the-top carriage. Each of the networks is a fast-growing, audience-targeted national broadcast network. Bounce programming is aimed at African-Americans; Grit airs western movies and series targeted to men; Laff airs classic, well-loved comedies; Court TV is devoted to live, gavel-to-gavel coverage, in-depth legal reporting and expert analysis of the nation's most important and compelling trials; and Court TV Mystery targets women with programming anchored in true-crime. Each of these Nielsen rated networks reaches approximately 90 percent or more of all U.S. households as reported by Nielsen. The networks capitalize on the growing audience consuming over the air broadcast programming. Over the past 8 years, over the air viewership has increased from 9% to 14% of households.

The primary source of revenue for Katz is through the sale of advertising to national customers. The advertising revenue generated depends on viewership ratings and the rate paid by customers for certain viewer demographics. Katz sells its advertising in the upfront and scatter markets. In the upfront market, advertisers buy advertising time for upcoming seasons and, by committing to purchase in advance, lock in the advertising rates they will pay for the upcoming year. In the scatter market, advertisers buy their spots closer to the time when the spots will run. The mix of upfront and scatter market advertising

time sold is based upon the economic conditions at the time the upfront sales take place, impacting the sell-out levels management is willing or able to obtain. The demand in the scatter market then impacts the pricing achieved for our remaining advertising inventory. Scatter market pricing can vary from upfront pricing and can be volatile. In some cases, advertising sales are subject to ratings guarantees that require us to provide additional advertising time if the guaranteed audience levels are not achieved.

Due to increased demand in the spring and holiday seasons, the second and fourth quarters normally have higher advertising revenues than the first and third quarters.

Katz programming is primarily distributed by reaching carriage agreements with local television broadcasters and cable and satellite providers to carry one or more of the Katz networks on their digital subchannels. Katz generally pays a fixed fee for these carriage rights over contract terms of three to five years.

For programming, Katz enters into agreements to license existing programming and movies, as well as to produce several original shows.

Stitcher

Stitcher creates original podcasts, operates multiple content networks that each target a specific genre and audience and provides podcast ad agency services that generate revenue for about 300 shows. A podcast is a digital audio recording in spoken-word format, usually part of a themed series, which is downloaded or streamed most often to mobile devices. In 2018, it’s estimated that 73 million Americans listened to a podcast at least monthly. Stitcher also provides a mobile app listening platform where consumers can stream the latest in news, sports, talk, and entertainment on demand. We expect to make continued investments in our Stitcher app, with the objective of creating a best-in-class user experience for the podcast listener and advertiser.

Stitcher, through its Midroll Media advertising network, earns revenue by acting as a sales and marketing representative to connect advertisers and specific podcasts based on the advertiser's desired target audience. Stitcher also earns revenue from the sale of advertising on its original podcasts and within the Stitcher app. Stitcher creates and distributes original podcasts through platforms such as its Stitcher app and the iPhone podcast app.

Stitcher earns subscription revenue from the Stitcher Premium subscription service for which users pay a standard monthly or annual fee for access to premium content and ad-free archived podcast episodes.

Newsy

Newsy is our national news network focused on bringing perspective and analysis to reporting on world and national news, including politics, entertainment, science and technology. It is targeted toward a younger audience. Newsy's cable programming lineup includes ten hours of daily live news coverage consisting of shows such as the evening newsmagazine “The Why,” the morning show “The Day Ahead,” and the newsmaker spotlight program “30 Minutes With.” Newsy also produces investigative reports and documentaries.

In 2017, we expanded Newsy's distribution to include cable, and at the end of 2019, we had agreements with cable and satellite operators to carry Newsy in more than 36 million households. We expect continued investment in Newsy as we look to increase distribution and enhance our content.

Newsy is also distributed widely on platforms providing over-the-top (OTT) television service, including Hulu, Roku, Amazon Fire TV, Apple TV, Sling TV and Chromecast.

Newsy earns revenue from the sale of advertising on the platforms on which it is distributed. It also receives carriage fees from cable providers who pay us to offer our programming to their customers. The revenue we receive is based on the number of subscribers who receive the programming.

Triton

Operating in more than 40 countries, Triton is a global leader in digital audio technology and measurement services, serving the growing digital audio marketplace. Triton provides innovative technology that enables broadcasters, podcasters and online music services to build their audience, maximize their revenue and streamline their operations. Triton's technology is trusted by many of the biggest names in digital audio, including Pandora, iHeart, Entercom, Cumulus, Beasley, One Media Sales (Netherlands), Prisa (Spain), Mediacorp (Singapore) and Karnaval (Turkey).

Triton's software-as-a-service (SaaS) business-to-business model has two main lines of business - measurement and infrastructure. Their primary source of revenue is the licensing of digital audio technology and services to a wide range of global audio publishers. Triton's measurement technology platform is the standard in the digital audio marketplace, and its national and local metrics are the currency through which agencies and brands buy digital audio advertising from streaming audio companies across various geographies and devices. The national audience measurement product is offered for a fixed monthly fee with additional fees based on total audience listening hours. The local audience measurement product is offered on a fixed license fee for each market on which data is reported, along with annual fee escalations. Triton's hosting and advertising infrastructure enables publishers around the world to deliver high-quality, digital audio streams with data-powered dynamic ad insertion to their listening audience. The hosting product is offered to users via a monthly license fee for access to the platform with additional fees for excess data delivery usage. For its advertising technology platform, Triton charges a fixed license fee with additional fees based on the number of impressions delivered. Through the advent of the world's first programmatic audio advertising exchange, Triton provides the infrastructure in which publishers and advertisers can seamlessly transact audio inventory programmatically.

On June 10, 2019, we completed the acquisition of Omny Studio ("Omny"), a Melbourne, Australia-based podcasting software-as-a-service company now operating as a part of Triton. Omny is an audio-on-demand platform built specifically for professional audio publishers. Omny serves as the content management system for those publishers and the platform includes publishing tools and an analytics dashboard to track listening.

Employees

As of December 31, 2019, we had approximately 5,900 full-time equivalent employees, of whom approximately 4,800 were with Local Media and 750 with National Media. Various labor unions represent approximately 580 employees, all of which are in Local Media. We have not experienced any work stoppages at our current operations since 1985. We consider our relationships with our employees to be satisfactory.

Item 1A. Risk Factors

For an enterprise as large and complex as ours, a wide range of factors could materially affect future developments and performance. The most significant factors affecting our operations include the following:

Risks Related to Our Businesses

We expect to derive the majority of our revenues from advertising spending, which is affected by numerous factors. Declines in advertising revenues will adversely affect the profitability of our business.

The demand for advertising is sensitive to a number of factors, both locally and nationally, including the following:

- The advertising and marketing spending by customers can be subject to seasonal and cyclical variations and is likely to be adversely affected during economic downturns.

- Programming and content offered by our businesses may not achieve desired ratings or may decline in popularity with its audience.

- Audiences continue to fragment in recent years as the broad distribution of cable and satellite television and the growth in over-the-top streaming services have greatly increased the options available to the public for accessing audio and video programming, including live sports. Continued fragmentation of audiences, and the growth of internet programming and streaming services, could adversely impact advertising rates, which will reflect the size and demographics of the audience reached by advertisers through our media businesses.

- Television advertising revenues in even-numbered years benefit from political advertising, which is affected by campaign finance laws, as well as the competitiveness of specific political races in the markets where our television stations operate.

- Continued consolidation and contraction of local advertisers in our local markets could adversely impact our operating results, given that we expect the majority of our advertising to be sold to local businesses in our markets.

- Television stations have significant exposure to advertising in the automotive, retail and services industries. Advertising within these industries may decline and we may not be able to secure replacement advertisers.

- Several national advertising agencies are employing an automated process known as “programmatic buying” to gain efficiencies and reduce costs related to buying advertising. Growth in advertising revenues will rely in part on the ability to maintain and expand relationships with existing and future advertisers. The implementation of a programmatic model or other similar solution, where automation replaces existing pricing and allocation methods, could turn advertising inventory into a price-driven commodity. These automated solutions could reduce the value of relationships with advertisers as well as result in downward pricing pressure.

If we are unable to respond to any or all of these factors, our advertising revenues could decline and affect our profitability.

We have made significant investments in our National Media businesses and expect to continue to make significant investments in those businesses in the coming years. Investments we make in our National Media businesses may not perform as expected.

In recent years, we have acquired Triton, Katz, Stitcher and Newsy for an aggregate purchase price of almost $550 million. Our National Media businesses are not mature businesses and will require additional capital to gain distribution and build audiences, or, in the case of Triton, build customer base. The markets for these businesses may not develop as we expect, we may face greater competition than we anticipate, and our competition may have greater financial resources. The success of these investments depends on a number of factors, including timely development and market acceptance of the products and services that these businesses offer.

The growth of direct content-to-consumer delivery channels may fragment our television audiences. This fragmentation could adversely impact advertising rates as well as cause a reduction in the revenues we receive from retransmission consent agreements, resulting in a loss of revenue that could materially adversely affect our broadcast operations.

We deliver our television programming to our audiences primarily over-the-air and through cable and satellite service providers. Our television audience is being fragmented by the digital delivery of content directly to the consumer audience. Content providers, such as the "Big 4" broadcast networks, cable networks such as HBO and Showtime, and new content developers, distributors and syndicators such as Amazon, Hulu and Netflix, are now able to deliver their programming directly to consumers, over-the-top (“OTT”) via the internet. The delivery of content directly to consumers allows them to bypass the programming we deliver, which may impact our audience size. Fragmentation of our audiences could impact the rates we receive from our advertisers. In addition, reduction in the number of subscribers to cable and satellite service providers could impact the revenue we receive under retransmission consent agreements. Widespread adoption of OTT by our audiences could result in a reduction of our advertising and retransmission revenues and affect our profitability.

The loss of affiliation and carriage agreements or the costs of renewals could adversely affect our operating results.

Eighteen of our stations have affiliations with the ABC television network, eleven with the NBC television network, nine with the CBS television network and four with the FOX television network. Additionally, we have affiliations with the MyNetworkTV television network and the CW television network. These television networks produce and distribute programming which our stations commit to air at specified times. Networks sell commercial advertising time during their programming, and the "Big 4" networks, ABC, NBC, CBS and FOX, also require stations to pay fees for the right to carry their programming. These fees may be a percentage of retransmission revenues that the stations receive (see below) or may be fixed amounts based on the number of households or subscribers in a market. These fees have been increasing from renewal to renewal over the past several years.

Katz has carriage agreements with local television broadcasters and cable and satellite providers to carry one or more of the Katz networks. Through these agreements, each of the networks reaches approximately 90% or more of all U.S. households. These contracts require Katz to make fixed fee payments and generally have three to five-year terms.

There is no assurance that we will be able to reach network affiliation or carriage agreements in the future. The non-renewal or termination of our network affiliation agreements would prevent us from being able to carry programming of the respective network. Loss of a network affiliation would require us to obtain replacement programming, which may not be as attractive to target audiences and could result in lower advertising revenues. In addition, loss of any of the "Big 4" network affiliations would result in materially lower retransmission revenue. The loss of Katz carriage agreements would reduce our advertising revenues and affect our profitability.

Our retransmission consent revenue may be adversely affected by renewals of retransmission consent agreements, by declines in the number of subscribers to multichannel video programming distributor ("MVPD") services, by new technologies for the distribution of video programming, or by revised government regulations.

As our retransmission consent agreements expire, there can be no assurance that we will be able to renew them at comparable or better rates. As a result, retransmission revenues could decrease and retransmission revenue growth could decline over time.

In recent years, the number of subscribers to MVPD services has declined, as the growth of direct internet streaming of video programming to televisions and mobile devices has incentivized consumers to discontinue their cable or satellite service subscriptions. Decreases in the number of MVPD subscribers reduces the revenue we earn under our retransmission agreements.

The use of new technologies to redistribute broadcast programming, such as those that rely upon the Internet to deliver video programming or those that receive and record broadcast signals over the air via an antenna and then retransmit that information digitally to customers’ television sets, specialty set-top boxes, or computer or mobile devices, could adversely affect our retransmission revenue if such technologies are not found to be subject to copyright or other legal restrictions or to regulations that apply to MVPDs such as cable operators or satellite carriers.

Changes in the Communications Act of 1934, as amended (the “Communications Act”) or the FCC’s rules with respect to the negotiation of retransmission consent agreements between broadcasters and MVPDs could also adversely impact our ability to negotiate acceptable retransmission consent agreements. In addition, continued consolidation among cable television operators could adversely impact our ability to negotiate acceptable retransmission consent agreements.

There are proceedings before the FCC and legislation has been proposed in Congress reexamining policies that now protect television stations' rights to control the distribution of their programming within their local service areas. For example, the FCC has considered the degree to which an entity relying upon the Internet to deliver video programming should be subject to the regulations that apply to MVPDs. Should the FCC determine that Internet-based distributors may avoid its MVPD rules, broadcasters' ability to rely on the protection of the MVPD retransmission consent requirements and other regulations could be jeopardized. We cannot predict the outcome of these and other proceedings that address the use of new technologies to challenge traditional means of redistributing broadcast programming or their possible impact on our operations.

We make investments in television programming and podcast content rights (collectively "content") in advance of knowing whether that particular content will be popular enough for us to recoup our costs. Additionally, if costs to acquire this content increase or this content becomes more difficult to obtain, our operating results may be adversely affected.

We incur significant costs for the purchase of television programming and podcast content rights. We may have to purchase content several years in advance or enter into multi-year agreements, resulting in the commitment of significant costs in advance of knowing whether the content will be popular with its audience. If this acquired content is not sufficiently popular among audiences in relation to the cost we invest in the content, or if we need to replace content that is performing poorly, we may not be able to produce enough revenue to recover our costs. Additionally, increased competition for content from entrants into the market and the exclusive use of content on streaming services owned by content creators could reduce content availability or increase our content costs. Any of these factors could reduce our revenues, result in the incurrence of impairment charges or otherwise cause our costs to escalate relative to revenues.

Our television stations will continue to be subject to government regulations which, if revised, could adversely affect our operating results.

- Pursuant to FCC rules, local television stations must elect every three years to either (1) require cable operators and/or direct broadcast satellite carriers to carry the stations’ over-the-air signals or (2) enter into retransmission consent negotiations for carriage. At present, all but one of our stations have retransmission consent agreements with cable operators and satellite carriers. If our retransmission consent agreements are terminated or not renewed, or if our broadcast signals are distributed on less-favorable terms, our ability to compete effectively may be adversely affected.

- If we cannot renew our FCC broadcast licenses, our broadcast operations will be impaired. Our business depends upon maintaining our broadcast licenses from the FCC, which has the authority to revoke licenses, not renew them, or renew them only with significant qualifications, including renewals for less than a full term. We cannot assure that future renewal applications will be approved, or that the renewals will not include conditions or qualifications that could adversely affect operations. If the FCC fails to renew any of these licenses, it could prevent us from operating the affected stations. If the FCC renews a license with substantial conditions or modifications (including renewing the license for a term of fewer than eight years), it could have a material adverse effect on the affected station’s revenue potential.

- As discussed under Federal Regulation of Broadcasting, the FCC in 2017 completed an auction in which some television licensees voluntarily auctioned away their spectrum rights and 84 MHz of broadcast spectrum was reallocated to other uses. As a result, many television stations, including 27 Company-owned full-power and Class A stations, were required to change their operating frequencies, and the FCC is setting tight deadlines for the completion of these facility changes in order to make the reallocated spectrum promptly available to the wireless service buyers. Depending on factors such as the availability of specialized technical assistance and custom-made equipment, weather issues, and, for stations near international borders, the cooperation of foreign governments, some stations could confront substantial costs and difficulty in completing these relocations within the allotted time, adversely affecting these stations’ over-the-air service. Scripps has received construction permits to complete the required changes for its stations and is expeditiously pursuing the steps necessary to complete this process. As of February 28, 2020, 18 of the 27 affected Scripps stations were licensed on their new channels. We cannot predict whether unforeseen circumstances might delay implementation and have a material adverse effect on one or more of the remaining stations' revenue potential.

- As also discussed under Federal Regulation of Broadcasting, the FCC has adopted broadcasters' proposal to permit the voluntary use of a new digital television transmission standard, ATSC 3.0, that is incompatible with the existing standard. Much uncertainty exists concerning the costs, benefits, and public acceptance of the services expected to become possible under this new standard, and television stations could be adversely affected by moving either too quickly or too slowly towards its adoption.

- The FCC and other government agencies are continually considering proposals intended to promote consumer interests. New government regulations affecting the television industry could raise programming costs, restrict broadcasters' operating flexibility, reduce advertising revenues, raise the costs of delivering broadcast signals, or otherwise affect operating results. We cannot predict the nature or scope of future government regulation or its impact on our operations.

Acquisitions involve risks and, if said risks are not managed effectively, our operating results could be negatively affected.

During 2019, we acquired 27 television stations through multiple transactions for total cash consideration of $1.2 billion. Acquisitions involve inherent risks, such as increasing leverage and debt service requirements and combining company cultures, facilities and systems, which could have a material adverse effect on our results of operations. Additionally, our revenues and profitability could be adversely affected if we are unable to implement effective cost controls, achieve expected synergies, or increase revenues as a result of these acquisitions. Acquisitions can result in unexpected liabilities and potentially divert management's attention from the operation of our business.

We intend to continue to evaluate strategic acquisitions, and there are various risks associated with an acquisition strategy.

We have pursued and intend to selectively continue to pursue strategic acquisitions, subject to market conditions, our liquidity, and the availability of attractive acquisition candidates, with the goal of improving our business. We may not be able to identify other attractive acquisition targets or some of our competitors may have greater financial or managerial resources with which to pursue acquisition targets we may pursue. Therefore, even if we are successful in identifying attractive acquisition targets, we may face considerable competition and be unsuccessful in acquiring such targets.

Acquisitions of television stations are subject to the approval of the FCC and the Antitrust Division of the Department of Justice. Current or future policies of these regulatory authorities could restrict our ability to pursue or consummate future transactions and could require us to divest certain television stations if an acquisition under contract would result in excessive concentration in a market or fail to comply with FCC ownership limitations. There can be no assurance that an acquisition will be approved by these regulatory authorities, or that a requirement to divest existing stations will not have an adverse effect on the transaction or our business.

We will continue to face cybersecurity and similar risks, which could result in the disclosure of confidential information, disruption of operations, damage to our brands and reputation, legal exposure and financial losses.

Security breaches, malware or other "cyber attacks" could harm our business by disrupting delivery of services, jeopardizing our confidential information and that of our vendors and clients, and damaging our reputation. Our operations are routinely involved in receiving, storing, processing and transmitting sensitive information. Although we monitor security measures regularly, any unauthorized intrusion, malicious software infiltration, theft of data, network disruption, denial of service, or similar act by any party could disrupt the integrity, continuity, and security of our systems or the systems of our clients or vendors. These events, or our failure to employ new technologies, revise processes and invest in people to sustain our ability to defend against cyber threats, could create financial liability, regulatory sanction, or a loss of confidence in our ability to protect information, and adversely affect our revenue by causing the loss of current or potential clients.

Risks Related to the Ownership of Scripps Class A Common Shares

Certain descendants of Edward W. Scripps own approximately 93% of Scripps' Common Voting shares and are signatories to the Scripps Family Agreement, which governs the transfer and voting of Common Voting shares held by them.

As a result of the foregoing, these descendants have the ability to elect two-thirds of the Board of Directors and to direct the outcome of any matter on which the Ohio Revised Code ("ORC") does not require a vote of our Class A Common shares. Under our articles of incorporation, holders of Class A Common shares vote only for the election of one-third of the Board of Directors and are not entitled to vote on any matter other than a limited number of matters expressly set forth in the ORC as requiring a separate vote of both classes of stock. Because this concentrated control could discourage others from initiating any potential merger, takeover or other change of control transaction, the market price of our Class A Common shares could be adversely affected.

We have the ability to issue preferred stock, which could affect the rights of holders of our Class A Common shares.

Our articles of incorporation allow the Board of Directors to issue and set the terms of 25 million shares of preferred stock. The terms of any such preferred stock, if issued, may adversely affect the dividend, liquidation and other rights of holders of our Class A Common shares.

The public price and trading volume of our Class A Common shares may be volatile.

The price and trading volume of our Class A Common shares may be volatile and subject to fluctuation. Some of the factors that could cause fluctuation in the stock price or trading volume of Class A Common shares include:

- general market and economic conditions and market trends, including in the television broadcast industry, the national media marketplace and the financial markets generally;
- the political, economic and social situation in the United States;
- variations in quarterly operating results;
- inability to meet revenue forecasts;
- announcements by us or competitors of significant acquisitions, strategic partnerships, joint ventures, capital commitments or other business developments;
- adoption of new accounting standards affecting the media industry;
- operations of competitors and the performance of competitors' common stock;
- litigation and governmental action involving or affecting us or our subsidiaries;
- changes in financial estimates and recommendations by securities analysts;
- recruitment of key personnel;
- purchases or sales of blocks of our Class A Common shares;
- operating and stock performance of companies that investors may consider to be comparable to us; and
- changes in the regulatory environment, including rulemaking or other actions by the FCC.

There can be no assurance that the price of our Class A Common shares will not fluctuate or decline significantly. The stock market in recent years has experienced considerable price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of individual companies and that could adversely affect the price of our Class A Common shares, regardless of the Company's operating performance. Stock price volatility might be higher if the trading volume of our Class A Common shares is low. Furthermore, shareholders may initiate securities class action lawsuits if the market price of our Class A Common shares declines significantly, which may cause us to incur substantial costs and divert the time and attention of our management.

Risks Related to Our Indebtedness

We have substantial debt and have the ability to incur significant additional debt. The principal and interest payment obligations on such debt may restrict our future operations and impair our ability to meet our long-term obligations.

As of December 31, 2019, we and the guarantors had approximately $1.95 billion in aggregate principal amount of outstanding indebtedness (excluding intercompany debt), approximately $900 million of which constituted senior debt (including the Senior Notes), and none of which was secured. We have the ability to incur up to $210 million of indebtedness under our Credit Agreement all of which is secured indebtedness, effectively ranking senior to the Senior Notes to the extent of the value of the assets securing such indebtedness. Our Credit Agreement matures in April 2022.

Our outstanding debt may have important consequences to you. For instance, it could:

- require us to dedicate a substantial portion of any cash flow from operations to the payment of interest and principal due under our debt, which would reduce funds available for other business purposes, including capital expenditures and acquisitions;
- place us at a competitive disadvantage compared to some of our competitors that may have less debt and better access to capital resources;
- limit our ability to obtain additional financing required to fund acquisitions, working capital and capital expenditures and for other general corporate purposes; and
- make it more difficult for us to satisfy our financial obligations, including those relating to the Senior Notes.

Our ability to service our significant financial obligations depends on our ability to generate significant cash flow. This is partially subject to general economic, financial, competitive, legislative, regulatory, and other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, that future borrowings will be available to us under our Credit Agreement or any other credit facilities, or that we will be able to complete any necessary financings, in amounts sufficient to enable us to fund our operations or pay our debts and other obligations, or to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our obligations, we may need to refinance or restructure our debt, sell assets, reduce or delay capital investments, or seek to raise additional capital. Additional debt or equity financing may not be available in sufficient amounts, at times or on terms acceptable to us, or at all. Specifically, volatility in the capital markets may also impact our ability to obtain additional financing, or to refinance our existing debt, on terms or at times favorable to us. If we are unable to implement one or more of these alternatives, we may not be able to service our debt or other obligations, which could result in us being in default thereon, in which circumstances our lenders could cease making loans to us, and lenders or other holders of our debt could accelerate and declare due all outstanding obligations under the respective agreements, which would likely have a material adverse effect on us.

The agreements governing our various debt obligations impose restrictions on our operations and limit our ability to undertake certain corporate actions.

The agreements governing our various debt obligations, including the indenture that governs the Senior Notes and the agreements governing our Credit Agreement, include covenants imposing significant restrictions on our operations. These restrictions may affect our ability to operate our business and may limit our ability to take advantage of potential business opportunities as they arise. These covenants place restrictions, subject to certain limitations, on our ability to, among other things:

- incur additional debt;
- declare or pay dividends, redeem stock or make other distributions to stockholders;
- make investments or acquisitions;
- create liens or use assets as security in other transactions;
- issue guarantees;
- merge or consolidate, or sell, transfer, lease or dispose of substantially all of our assets;
- engage in transactions with affiliates; and
- purchase, sell or transfer certain assets.

Any of these restrictions and limitations could make it more difficult for us to execute our business strategy.

Our Credit Agreement requires us to comply with certain financial ratios and covenants; our failure to do so will result in a default thereunder, which would have a material adverse effect on us.

We are required to comply with certain financial covenants under our Credit Agreement. Our ability to comply with these requirements may be affected by events affecting our business, but beyond our control, including prevailing general economic, financial and industry conditions. These covenants could have an adverse effect on us by limiting our ability to take advantage of financing, merger and acquisition or other corporate opportunities. The breach of any of these covenants or restrictions could result in a default under the applicable senior credit facility. Upon a default under any of our debt agreements, the lenders or debt holders thereunder could have the right to declare all amounts outstanding, together with accrued and unpaid interest, to be immediately due and payable, which could, in turn, trigger defaults under other debt obligations and could result in the termination of commitments of the lenders to make further extensions of credit under such senior credit facility. If we were unable to repay our secured debt to our lenders, or were otherwise in default under any provision governing our outstanding secured debt obligations, our secured lenders could proceed against us and the subsidiary guarantors and against the collateral securing that debt. Any default resulting in an acceleration of outstanding indebtedness, a termination of commitments under our financing arrangements or lenders proceeding against the collateral securing such indebtedness would likely result in a material adverse effect on our business, financial condition and results of operations.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our annual debt service obligations to increase significantly.

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If the London Interbank Offered Rate were to increase, our debt service obligations on our variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash available to service our obligations, including making payments on the notes, would decrease.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

We lease our principal executive offices in a building located at 312 Walnut Street, Cincinnati, OH 45202.

We own or lease the facilities and equipment used by our television stations. We own, or co-own with other broadcast television stations, the towers used to transmit our television signals.

Our national businesses lease their facilities. This includes facilities for executive offices, sales offices, studio space and data centers.

All of our owned and leased properties are in good condition, and suitable for the conduct of our present business. We believe that suitable additional or alternative space, including those under lease options, will be available at commercially reasonable terms for future expansion.

Item 3. Legal Proceedings

We are involved in litigation arising in the ordinary course of business, such as defamation actions and governmental proceedings primarily relating to renewal of broadcast licenses, none of which is expected to result in material loss.

Item 4. Mine Safety Disclosures

None.

Executive Officers of the Company — Executive officers serve at the pleasure of the Board of Directors.

Name	Age	Position
Adam P. Symson	45	President and Chief Executive Officer (since August 2017); Chief Operating Officer (November 2016 to August 2017); Senior Vice President, Digital (February 2013 to November 2016); Chief Digital Officer (2011 to February 2013); Vice President Interactive Media, Television (2007 to 2011)
Lisa A. Knutson	54	Executive Vice President, Chief Financial Officer (since October 2017); Executive Vice President, Chief Strategy Officer (August 2017 to October 2017); Senior Vice President, Chief Administrative Officer (2011 to 2017); Senior Vice President, Human Resources (2008 to 2011)
William Appleton	71	Executive Vice President, General Counsel (since August 2017); Senior Vice President, General Counsel (July 2008 to August 2017)
Brian G. Lawlor	53	President, Local Media (since August 2017); Senior Vice President, Broadcast (January 2009 to August 2017); Vice President/General Manager of WPTV (2004 to 2008)
Laura M. Tomlin	44	Executive Vice President, National Media (since November 2019), Senior Vice President, National Media (2017- 2019); Vice President, Digital Operations (2014 to 2017)
Douglas F. Lyons	63	Senior Vice President, Controller and Treasurer (since December 2017), Vice President, Controller and Treasurer (May 2015 to December 2017), Vice President, Controller (2008 to May 2015), Vice President, Finance and Administration (2006 to 2008)

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A Common shares are traded on the NASDAQ Global Select Market ("NASDAQ") under the symbol "SSP." As of December 31, 2019, there were approximately 11,000 owners of our Class A Common shares, based on security position listings, and approximately 50 owners of our Common Voting shares (which do not have a public market).

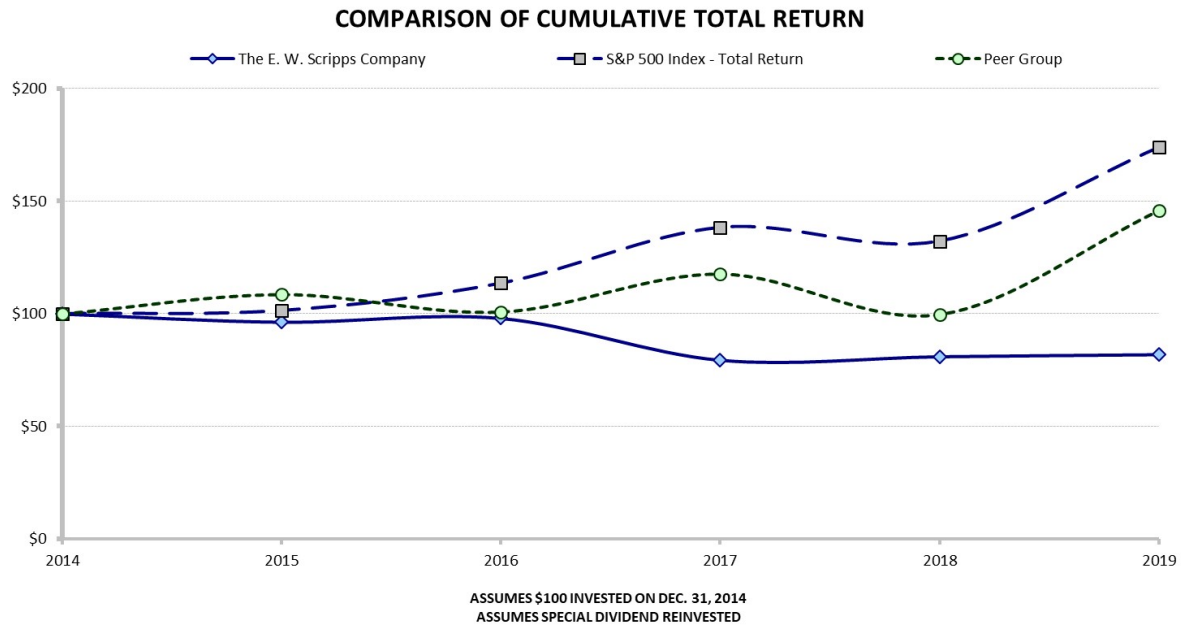
There were no sales of unregistered equity securities during the quarter for which this report is filed.

In November 2016, our Board of Directors authorized a repurchase program of up to $100 million of our Class A Common shares. This authorization expires on March 1, 2020. Shares can be repurchased under the authorization via open market purchases or privately negotiated transactions, including accelerated stock repurchase transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 of the Securities Exchange Act of 1934. At December 31, 2019, $49.7 million was outstanding under this authorization. No shares were repurchased under this program during the fourth quarter of 2019.

In February 2020, our Board of Directors authorized a new share repurchase program of up to $100 million of our Class A Common shares through March 1, 2022.

Performance Graph — Set forth below is a line graph comparing the cumulative return on the Company's Class A Common shares, assuming an initial investment of $100 as of December 31, 2014, and based on the market prices at the end of each year and assuming dividend reinvestment, with the cumulative return of the Standard & Poor's Composite-500 Stock Index and an Index based on a peer group of media companies. The spin-off of our newspaper business at April 1, 2015 is treated as a reinvestment of a special dividend pursuant to SEC rules.

We regularly evaluate and revise our Peer Group Index as necessary so that it is reflective of our Company's portfolio of businesses. The companies that comprise our Peer Group Index are Nexstar Media Group, TEGNA, Sinclair Broadcast Group and Gray Television. The Peer Group Index is weighted based on market capitalization. Prior to 2019, our peer group included Tribune Media, which was acquired by Nexstar Media Group on September 19, 2019.



	12/31/2014	12/31/2015	12/31/2016	12/31/2017	12/31/2018	12/31/2019
The E.W. Scripps Company	$ 100.00	$ 96.33	$ 98.00	$ 79.24	$ 80.82	$ 81.73
S&P 500 Index	100.00	101.38	113.51	138.29	132.23	173.86
Peer Group Index	100.00	108.62	100.86	117.73	99.74	145.86

Item 6. Selected Financial Data

The Selected Financial Data required by this item is filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1 of this Form 10-K.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations required by this item is filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1 of this Form 10-K.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The market risk information required by this item is filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1 of this Form 10-K.

Item 8. Financial Statements and Supplementary Data

The Financial Statements and Supplementary Data required by this item are filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1 of this Form 10-K.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

The Controls and Procedures required by this item are filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1 of this Form 10-K.

Item 9B. Other Information

On February 24, 2020, the Compensation Committee of the Company approved amendments to The E.W. Scripps Company Executive Annual Incentive Plan (the "Annual Incentive Plan"). The Annual Incentive Plan rewards designated employees of the Company for the achievement of each year's business plan objectives in a manner consistent with the Company's strategies for achieving sustainable long-term shareholder value and is effective for performance periods commencing on or after January 1, 2020. The amendments to this plan removed certain references to change in control provisions that are now addressed in the Scripps Executive Severance and Change in Control Plan. Additionally, these amendments removed certain Section 162(m) restrictions that were previously identified in the Annual Incentive Plan. These restrictions were no longer needed following a repeal of the performance-based compensation exception to Section 162(m) in 2017. The full text of the Annual Incentive Plan agreement is attached hereto as Exhibit 10.04 to this Form 10-K.

On February 25, 2020, the Board of Directors of the Company, upon recommendation of the Compensation Committee, established the Scripps Executive Severance and Change in Control Plan (the "Plan"). The Plan supersedes and replaces The E.W. Scripps Company Executive Severance Plan and the Scripps Senior Executive Change in Control Plan, effective February 25, 2020, and provides severance protection for the Company's corporate officers and certain employees following a termination event. Provisions in the Plan removed the excise tax gross-up provision that was previously included in the Scripps Senior Executive Change in Control Plan. As a result, the Company no longer provides tax gross-ups for named executive officers or any other employees in the event they are subject to golden parachute excise taxes on payments received in connection with a change in control. Additionally, provisions of the Plan modified the severance calculation to equal a multiple of a participant's "target" bonus for the year of termination. Previously the multiple considered the greater of target bonus and the highest paid bonus over three years. The full text of the Plan agreement is attached hereto as Exhibit 10.05 to this Form 10-K.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

Information regarding executive officers is included in Part I of this Form 10-K as permitted by General Instruction G(3).

Information required by Item 10 of Form 10-K relating to directors is incorporated by reference to the material captioned “Election of Directors” in our definitive proxy statement for the Annual Meeting of Shareholders (“Proxy Statement”). Information regarding Section 16(a) compliance is incorporated by reference to the material captioned “Report on Section
16(a) Beneficial Ownership Compliance” in the Proxy Statement.

We have adopted a code of conduct that applies to all employees, officers and directors of Scripps. We also have a code of ethics for the CEO and Senior Financial Officers that meets the requirements of Item 406 of Regulation S-K and the NASDAQ listing standards. Copies of our codes of ethics are posted on our website at http://www.scripps.com.

Information regarding our audit committee financial expert is incorporated by reference to the material captioned “Corporate Governance” in the Proxy Statement.

The Proxy Statement will be filed with the Securities and Exchange Commission in connection with our 2020 Annual Meeting of Shareholders.

Item 11. Executive Compensation

The information required by Item 11 of Form 10-K is incorporated by reference to the material captioned “Compensation Discussion and Analysis” and “Compensation Tables” in the Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by Item 12 of Form 10-K is incorporated by reference to the material captioned “Report on the Security Ownership of Certain Beneficial Owners,” “Report on the Security Ownership of Management,” and “Equity Compensation Plan Information” in the Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by Item 13 of Form 10-K is incorporated by reference to the materials captioned “Corporate Governance” and “Report on Related Party Transactions” in the Proxy Statement.

Item 14. Principal Accounting Fees and Services

The information required by Item 14 of Form 10-K is incorporated by reference to the material captioned “Report of the Audit Committee of the Board of Directors” in the Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

Documents filed as part of this report:

(a) The consolidated financial statements of The E.W. Scripps Company are filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1.

The reports of Deloitte & Touche LLP, an Independent Registered Public Accounting Firm, dated February 28, 2020, are filed as part of this Form 10-K. See Index to Consolidated Financial Statement Information at page F-1.

(b) There are no supplemental schedules that are required to be filed as part of this Form 10-K.

(c) An exhibit index required by this item appears below.

Item 16. Form 10-K Summary

None.

The E.W. Scripps Company
Index to Consolidated Financial Statement Schedules

Exhibit Number	Exhibit Description	Form	File Number	Exhibit	Report Date
2.01	Purchase agreement dated as of October 27, 2018, among Cordillera Communications, LLC and Scripps Media, Inc. with respect to the acquisition of certain subsidiaries of Cordillera Communications, LLC	8-K	001-10701	2.1	10/27/2018
2.02	Asset Purchase Agreement by and among Nexstar Media Group, Inc., Scripps Media, Inc. and Scripps Broadcasting Holdings, LLC dated as of March 20, 2019	8-K	001-10701	2.1	3/20/2019
3.01	Amended Articles of Incorporation of The E.W. Scripps Company	8-K	000-16914	99.03	2/17/2009
3.02	Amended and Restated Code of Regulations of The E.W. Scripps Company	8-K	000-16914	10.02	5/10/2007
3.03	Amendment to Amended Articles of Incorporation of The E. W. Scripps Company	8-K	000-16914	3.1	3/11/2015
10.01	The E.W. Scripps Company 2010 Long-Term Incentive Plan (Amended and Restated as of May 6, 2019)	*			
10.02	Amendment No. 1 to The E.W. Scripps Company 2010 Long-Term Incentive Plan	10-Q	000-16914	10.02	9/30/2017
10.03	Form of Independent Director Nonqualified Stock Option Agreement	8-K	000-16914	10.03B	2/9/2005
10.04	The E.W. Scripps Company Executive Annual Incentive Plan	*			
10.05	Scripps Executive Severance and Change in Control Plan (Effective as of February 25, 2020)	*			
10.06	Amended and Restated Scripps Family Agreement dated May 19, 2015	SC 13D	005-43473	2	6/5/2015
10.07	Amendment No. 1 to Amended and Restated Scripps Family Agreement	10-Q	000-16914	10.1	3/31/2017
10.08	1997 Deferred Compensation and Stock Plan for Directors, as amended	8-K	000-16914	10.61	5/8/2008
10.09	Scripps Supplemental Executive Retirement Plan as Amended and Restated effective February 23, 2015	10-Q	000-16914	10.10	9/30/2017
10.10	Employment Agreement between the Company and Adam P. Symson	8-K	001-10701	10.1	12/19/2019
10.11	Scripps Executive Deferred Compensation Plan, Amended and Restated as of February 23, 2015	10-Q	000-16914	10.14	9/30/2017
10.12	The E.W. Scripps Company Restricted Share Unit Agreement (Non-Employee Directors)	10-Q	000-16914	10.15	9/30/2017
10.13	Employee Restricted Share Unit Agreement	10-Q	000-16914	10.16	9/30/2017
10.14	5.125% Senior Notes due 2025 Purchase Agreement dated April 20, 2017	8-K	000-16914	10.1	4/20/2017
10.15	Indenture dated as of April 28, 2017	8-K	000-16914	10.1	4/28/2017
10.16	Third Amended and Restated Credit Agreement dated as of April 28, 2017 (as amended by the First Amendment, dated as of October 2, 2017, the Second Amendment, dated as of April 3, 2018, the Third Amendment, dated as of November 20, 2018 and the Fourth Amendment, dated as of May 1, 2019	8-K	001-10701	10.1	5/1/2019
10.17	Fifth Amendment to Third Amended and Restated Credit Agreement (Refinancing Term Loans), dated as of December 18, 2019	*			
10.18	Indenture dated as of July 26, 2019	8-K	001-10701	10.1	7/26/2019
14	Code of Ethics for CEO and Senior Financial Officers	10-K	000-16914	14	12/31/2004
21	Subsidiaries of the Company	*			
23	Consent of Independent Registered Public Accounting Firm	*			
31(a)	Section 302 Certifications	*			
31(b)	Section 302 Certifications	*			
32(a)	Section 906 Certifications	*			
32(b)	Section 906 Certifications	*			
101.INS	iXBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	*			
101.SCH	Inline XBRL Taxonomy Extension Schema Document	*			
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	*			
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	*			
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	*			
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	*			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibits 101)	*			

* - As filed herewith

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

THE E. W. SCRIPPS COMPANY

Dated: February 28, 2020

By: /s/ Adam P. Symson
Adam P. Symson
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant in the capacities indicated, on February 28, 2020.

Signature	Title
/s/ Adam P. Symson Adam P. Symson	President and Chief Executive Officer (Principal Executive Officer)
/s/ Lisa A. Knutson Lisa A. Knutson	Executive Vice President and Chief Financial Officer
/s/ Douglas F. Lyons Douglas F. Lyons	Senior Vice President, Controller and Treasurer (Principal Accounting Officer)
/s/ Marcellus W. Alexander, Jr. Marcellus W. Alexander, Jr.	Director
/s/ Charles Barmonde Charles Barmonde	Director
/s/ Richard A. Boehne Richard A. Boehne	Chairman of the Board of Directors
/s/ Kelly P. Conlin Kelly P. Conlin	Director
/s/ Lauren R. Fine Lauren R. Fine	Director
/s/ John W. Hayden John W. Hayden	Director
/s/ Anne M. La Dow Anne M. La Dow	Director
/s/ Wonya Y. Lucas Wonya Y. Lucas	Director
/s/ Roger L. Ogden Roger L. Ogden	Director
/s/ R. Michael Scagliotti R. Michael Scagliotti	Director
/s/ Kim Williams Kim Williams	Director

The E.W. Scripps Company
Index to Consolidated Financial Statement Information

Selected Financial Data
Five-Year Financial Highlights

(in millions, except per share data)	For the years ended December 31, 2019 (1)	2018 (1)	2017 (1)	2016 (1)	2015 (1)
Summary of Operations (2)					
Total operating revenues (3)	$ 1,424	$ 1,208	$ 877	$ 874	$ 654
Income (loss) from continuing operations before income taxes	(21)	74	(32)	93	(112)
Income (loss) from continuing operations, net of tax	(18)	56	(12)	60	(74)
Depreciation and amortization of intangible assets	(87)	(64)	(56)	(55)	(50)
Per Share Data					
Income (loss) from continuing operations — diluted	$ (0.23)	$ 0.68	$ (0.13)	$ 0.71	$ (0.95)
Cash dividends	0.20	0.20	—	—	1.03
Market Value of Common Shares at December 31					
Per share	$ 15.71	$ 15.73	$ 15.63	$ 19.33	$ 19.00
Total	1,272	1,269	1,276	1,585	1,591
Balance Sheet Data					
Total assets	$ 3,561	$ 2,130	$ 2,130	$ 1,736	$ 1,706
Long-term debt (including current portion)	1,953	696	702	396	399
Equity	898	926	937	946	901

Notes to Selected Financial Data

As used herein and in Management's Discussion and Analysis of Financial Condition and Results of Operations, the terms "Scripps," "Company," "we," "our," or "us" may, depending on the context, refer to The E. W. Scripps Company, to one or more of its consolidated subsidiary companies, or to all of them taken as a whole.

The statement of operations and cash flow data for the five years ended December 31, 2019, and the balance sheet data as of the same dates have been derived from our audited consolidated financial statements. All per-share amounts are presented on a diluted basis.

(1) **2019** — On January 1, 2019, we acquired three television stations owned by Raycom Media. On May 1, 2019, we acquired 15 television stations from Cordillera Communications, LLC. On June 10, 2019, we acquired Omny Studio. On September 19, 2019, we acquired eight television stations from the Nexstar Media Group, Inc. transaction with Tribune Media Company. Operating results are included for periods after the acquisition.

2018 — On November 30, 2018, we acquired Triton Digital Canada, Inc. Operating results are included for periods after the acquisition.

2017 — On October 2, 2017, we acquired the Katz networks. Operating results are included for periods after the acquisition.

2016 — On April 12, 2016, we acquired Cracked. On June 6, 2016, we acquired Stitcher. Operating results for each are included for periods after the acquisitions.

2015 — On April 1, 2015, we acquired the broadcast group owned by Journal Communications, Inc. On July 22, 2015, we acquired Midroll Media. Operating results for each are included for periods after the acquisitions.

(2) The five-year summary of operations excludes the operating results of the following entities and the gains (losses) on their divestiture as they are accounted for as discontinued operations:

- During the fourth quarter of 2018, we completed the sale of our radio station group.

- On April 1, 2015, we completed the spin-off of our newspaper business.

(3) The year ended December 31, 2015 has not been retroactively-adjusted to reflect the adoption of the new revenue standard.

Management’s Discussion and Analysis of Financial Condition and Results of Operations

The consolidated financial statements and notes to consolidated financial statements are the basis for our discussion and analysis of financial condition and results of operations. You should read this discussion in conjunction with those financial statements.

This section of the Form 10-K omits discussion of year-to-year comparisons between 2018 and 2017, which may be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of our 2018 Form 10-K.

Forward-Looking Statements

Our Annual Report on Form 10-K contains certain forward-looking statements related to the Company's businesses that are based on management’s current expectations. Forward-looking statements are subject to certain risks, trends and uncertainties, including changes in advertising demand and other economic conditions that could cause actual results to differ materially from the expectations expressed in forward-looking statements. Such forward-looking statements are made as of the date of this document and should be evaluated with the understanding of their inherent uncertainty. A detailed discussion of principal risks and uncertainties that may cause actual results and events to differ materially from such forward-looking statements is included in the section titled “Risk Factors.” The Company undertakes no obligation to publicly update any forward-looking statements to reflect events or circumstances after the date the statement is made.

Executive Overview

The E.W. Scripps Company (“Scripps”) is a diverse media enterprise, serving audiences and businesses through a portfolio of local and national media brands. We are the fourth-largest independent owner of local television stations, with 60 stations in 42 markets that reach about 31% of U.S. television households. We have affiliations with all of the “Big Four” television networks as well as the CW and MyNetworkTV networks. In our National Media division, we operate national brands including podcast industry-leader Stitcher and its advertising network Midroll Media; next-generation national news network Newsy; five national multicast networks - Bounce, Grit, Laff, Court TV and Court TV Mystery - that make up the Katz Networks; and Triton, a global leader in digital audio technology and measurement services. We also operate an award-winning investigative reporting newsroom in Washington, D.C., and serve as the longtime steward of one of the nation's largest, most successful and longest-running educational programs, the Scripps National Spelling Bee.

In our Local Media division, recent acquisitions have strengthened our economic durability, quadrupled the number of No.1 and No.2-ranked stations we operate and more than doubled the number of markets where we operate two stations. We have further expanded our attractive political advertising footprint and added new large markets. We now own 26 stations in the top 50 Nielsen Designated Market Areas. Effective January 1, 2019, we acquired ABC-affiliated stations in Waco, Texas and Tallahassee, Florida. On May 1, 2019, we acquired from Cordillera Communications, Inc. 15 television stations serving 10 markets. On September 19, 2019, we acquired eight television stations in seven markets from the Nexstar Media Group, Inc. transaction with Tribune Media Company. In order to fund these acquisitions, we issued a $765 million term loan B in May 2019 and $500 million of senior unsecured notes in July 2019. As a result, our focus is now on integrating the stations we acquired.

We are committed to the continued investment in our national media businesses for long-term growth. We continue to increase our Newsy audience, Stitcher podcast listeners and Katz U.S. household reach through our investment in and creation of quality content. On May 8, 2019, Court TV launched as a fifth over-the-air network operated by Katz, available for cable, satellite and over-the-air and over-the-top carriage. This network is devoted to live, gavel-to-gavel coverage, in-depth legal reporting and expert analysis of the nation's most important and compelling trials. On June 10, 2019, we completed the acquisition of Omny Studio, which is a Melbourne, Australia-based podcasting software-as-a-service company now operating as part of Triton. On September 30, 2019, Katz rebranded its popular and widely available network, Escape, as Court TV Mystery, which targets women 25-54 with programming anchored in true-crime. These rapidly growing national media brands are attracting large audiences and new advertisers.

Additionally, we deliver value to shareholders through our quarterly 5 cents per share dividend. Dividends paid totaled $16.4 million during 2019. We intend to pay regular quarterly cash dividends for the foreseeable future. All subsequent dividends will be reviewed quarterly and declared by the Board of Directors at its discretion. The declaration and payment of future dividends will be dependent upon, among other things, the Company's financial position, results of operations, cash flow and other factors.

Results of Operations

The trends and underlying economic conditions affecting operating performance and future prospects differ for each of our business segments. Accordingly, you should read the following discussion of our consolidated results of operations in conjunction with the discussion of the operating performance of our individual business segments that follows.

Consolidated Results of Operations

Consolidated results of operations were as follows:

	For the years ended December 31,				
(in thousands)	2019	Change	2018	Change	2017
Operating revenues	$ 1,423,836	17.8%	$ 1,208,425	37.8%	$ 876,972
Employee compensation and benefits	(499,022)	26.6%	(394,029)	7.2%	(367,735)
Programming	(451,249)	28.7%	(350,753)	53.4%	(228,605)
Impairment of programming assets	—		(8,920)		—
Other expenses	(293,060)	18.9%	(246,487)	32.6%	(185,869)
Acquisition and related integration costs	(26,304)		(4,124)		—
Restructuring costs	(3,370)		(8,911)		(4,422)
Depreciation and amortization of intangible assets	(86,986)		(63,987)		(56,343)
Impairment of goodwill and intangible assets	—		—		(35,732)
Gains (losses), net on disposal of property and equipment	1,692		(1,255)		(169)
Operating income (loss)	65,537		129,959		(1,903)
Interest expense	(80,596)		(36,184)		(26,697)
Defined benefit pension plan expense	(6,953)		(19,752)		(14,112)
Miscellaneous, net	1,137		152		10,636
Income (loss) from continuing operations before income taxes	(20,875)		74,175		(32,076)
(Provision) benefit for income taxes	2,497		(18,098)		20,054
Income (loss) from continuing operations, net of tax	(18,378)		56,077		(12,022)
Loss from discontinued operations, net of tax	—		(36,328)		(2,595)
Net income (loss)	(18,378)		19,749		(14,617)
Loss attributable to noncontrolling interest	—		(632)		(1,511)
Net income (loss) attributable to the shareholders of The E.W. Scripps Company	$ (18,378)		$ 20,381		$ (13,106)

On September 19, 2019, we acquired eight television stations from the Nexstar-Tribune transaction; on May 1, 2019, we acquired 15 television stations from Cordillera; effective January 1, 2019, we acquired ABC-affiliated stations in Waco, Texas and Tallahassee, Florida; and on November 30, 2018, we acquired Triton. These are referred to as the "acquired operations" in the discussion that follows. Katz was acquired on October 2, 2017. The inclusion of operating results from these businesses for the periods subsequent to their acquisition impacts the comparability of our consolidated and segment operating results.

2019 compared with 2018

Operating revenues increased 18% in 2019. Excluding the acquired operations, operating revenues decreased 2.6% year-over-year. The decrease was due to lower political revenues in a non-election year, partially offset by higher retransmission revenues in our Local Media group and overall growth within our National Media businesses.

Employee compensation and benefits increased 27% in 2019. Excluding the acquired operations, employee compensation and benefits increased 6.5% year-over-year, primarily driven by the expansion of our National Media group.

Programming expense increased 29% in 2019. Excluding the acquired operations, programming expense increased 15% year-over-year due to higher network affiliation fees at our stations, reflecting contractual rate increases, as well as an increase in programming costs associated with our national media brands, Katz and Stitcher.

Other expenses increased 19% in 2019 compared to the prior year. Excluding the acquired operations, other expenses increased 2.8% year-over-year, primarily driven by increases in marketing and promotion costs for our national brands, mainly Katz and Newsy.

Acquisition and related integration costs of $26.3 million in 2019 reflect investment banking and legal fees incurred to complete the current year acquisitions, as well as professional service costs incurred to integrate Triton and the Raycom, Cordillera and Nexstar-Tribune television stations.

Restructuring costs of $3.4 million in 2019 and $8.9 million in 2018 reflect severance, outside consulting fees and other costs associated with our previously announced changes in management and operating structure.

Depreciation and amortization expense increased from $64 million in 2018 to $87 million in 2019 due to the acquired operations.

Interest expense increased in 2019 due to the issuance of a $765 million term loan in May 2019 and issuance of $500 million of senior unsecured notes in July 2019 in order to fund the Cordillera and Nexstar-Tribune acquisitions.

Defined benefit pension plan expense in 2018 included a $1.8 million non-cash settlement charge related to lump-sum distributions from our Supplemental Executive Retirement Plans and an $11.7 million non-cash settlement charge in connection with the merger of our Scripps Pension Plan into the Journal Communications, Inc. Plan and related transactions.

The effective income tax rate was 12.0% and 24.4% for 2019 and 2018, respectively. State taxes, non-deductible expenses, excess tax benefits or expense on share-based compensation, tax settlements and changes in our reserves for uncertain tax positions impacted our effective rate. Both our 2019 and 2018 tax provisions included $0.6 million of excess tax benefits from the exercise and vesting of share-based compensation awards.

Discontinued Operations

Discontinued operations reflect the historical results of our radio operations. We closed on the sale of our Tulsa radio stations on October 1, 2018, closed on the sales of our Milwaukee, Knoxville, Omaha, Springfield and Wichita radio stations on November 1, 2018 and closed on the sales of our Boise and Tucson radio stations on December 12, 2018.

In 2018 and 2017, results of discontinued operations included $25.9 million and $8 million, respectively, of non-cash impairment charges to write-down the goodwill of our radio business to fair value.

Business Segment Results — As discussed in the Notes to Consolidated Financial Statements, our chief operating decision maker evaluates the operating performance of our business segments using a measure called segment profit. Segment profit excludes interest, defined benefit pension plan expense, income taxes, depreciation and amortization, impairment charges, divested operating units, restructuring activities, investment results and certain other items that are included in net income (loss) determined in accordance with accounting principles generally accepted in the United States of America.

Items excluded from segment profit generally result from decisions made in prior periods or from decisions made by corporate executives rather than the managers of the business segments. Depreciation and amortization charges are the result of decisions made in prior periods regarding the allocation of resources and are therefore excluded from the measure. Generally, our corporate executives make financing, tax structure and divestiture decisions. Excluding these items from measurement of our business segment performance enables us to evaluate business segment operating performance based upon current economic conditions and decisions made by the managers of those business segments in the current period.

We allocate a portion of certain corporate costs and expenses, including information technology, certain employee benefits and shared services, to our business segments. The allocations are generally amounts agreed upon by management, which may differ from an arms-length amount.

Information regarding the operating performance of our business segments and a reconciliation of such information to the consolidated financial statements is as follows:

	For the years ended December 31,				
(in thousands)	2019	Change	2018	Change	2017
Segment operating revenues:					
Local Media	$ 1,022,805	11.5 %	$ 917,480	17.9 %	$ 778,376
National Media	396,111	38.4 %	286,170		93,141
Other	4,920	3.0 %	4,775	(12.5)%	5,455
Total operating revenues	$ 1,423,836	17.8 %	$ 1,208,425	37.8 %	$ 876,972
Segment profit (loss):					
Local Media	$ 217,885	(13.2)%	$ 251,119	60.1 %	$ 156,890
National Media	23,986	72.3 %	13,920		(9,260)
Other	(3,957)	7.5 %	(3,680)	55.9 %	(2,361)
Shared services and corporate	(57,409)	8.1 %	(53,123)	5.2 %	(50,506)
Acquisition and related integration costs	(26,304)		(4,124)		—
Restructuring costs	(3,370)		(8,911)		(4,422)
Depreciation and amortization of intangible assets	(86,986)		(63,987)		(56,343)
Impairment of goodwill and intangible assets	—		—		(35,732)
Gains (losses), net on disposal of property and equipment	1,692		(1,255)		(169)
Interest expense	(80,596)		(36,184)		(26,697)
Defined benefit pension plan expense	(6,953)		(19,752)		(14,112)
Miscellaneous, net	1,137		152		10,636
Income (loss) from continuing operations before income taxes	$ (20,875)		$ 74,175		$ (32,076)

Local Media — Our Local Media segment includes our 60 local broadcast stations and their related digital properties. It is comprised of 18 ABC affiliates, 11 NBC affiliates, nine CBS affiliates and four FOX affiliates. We also have 13 CW affiliates - five on full power stations and eight on multicast; two MyNetwork TV affiliates; two independent stations and nine additional low power stations. Our Local Media segment earns revenue primarily from the sale of advertising to local, national and political advertisers and retransmission fees received from cable operators, telecommunication companies and satellite carriers. We also receive retransmission fees from over-the-top virtual MVPDs such as Hulu, YouTubeTV and AT&T Now.

National television networks offer affiliates a variety of programs and sell the majority of advertising within those programs. In addition to network programs, we broadcast local and national internally produced programs, syndicated programs, sporting events and other programs of interest in each station's market. News is the primary focus of our locally-produced programming.

The operating performance of our Local Media group is most affected by local and national economic conditions, particularly conditions within the automotive and services categories, and by the volume of advertising purchased by campaigns for elective office and political issues. The demand for political advertising is significantly higher in the third and fourth quarters of even-numbered years.

Operating results for our Local Media segment were as follows:

	For the years ended December 31,				
(in thousands)	2019	Change	2018	Change	2017
Segment operating revenues:					
Core advertising	$ 599,870	28.9 %	$ 465,275	(5.6)%	$ 492,633
Political	23,263		139,600		8,651
Retransmission	382,710	27.0 %	301,411	16.2 %	259,499
Other	16,962	51.5 %	11,194	(36.4)%	17,593
Total operating revenues	1,022,805	11.5 %	917,480	17.9 %	778,376
Segment costs and expenses:					
Employee compensation and benefits	363,801	24.6 %	292,079	1.5 %	287,758
Programming	276,784	26.0 %	219,690	18.0 %	186,116
Impairment of programming assets	—		8,920		—
Other expenses	164,335	12.8 %	145,672	(1.3)%	147,612
Total costs and expenses	804,920	20.8 %	666,361	7.2 %	621,486
Segment profit	$ 217,885	(13.2)%	$ 251,119	60.1 %	$ 156,890

On September 19, 2019, we acquired eight television stations from the Nexstar-Tribune transaction; on May 1, 2019, we acquired 15 television stations from Cordillera; and effective January 1, 2019, we acquired ABC-affiliated stations in Waco, Texas and Tallahassee, Florida. These stations are referred to as the "acquired stations" in the discussion that follows. The inclusion of operating results from these stations for the periods subsequent to their acquisition impacts the comparability of our Local Media segment operating results.

2019 compared with 2018

Revenues

Total Local Media revenues increased 11% in 2019. Excluding the acquired stations, Local Media revenues decreased 11% year-over-year, driven by lower political revenues in a non-election year. The decrease in political revenues was partially offset by increases in core, retransmission and other revenues. Core advertising increased 1.4% in 2019 due to the political displacement in the prior year. Retransmission revenue increased 5.4% year-over-year as a result of contractual rate increases, which were partially offset by declining subscriber counts for our traditional MVPDs. These declines were in-line with industry trends and were partially offset by the growth of our virtual MVPD subscribers.

Costs and expenses

Employee compensation and benefits increased 25% in 2019 compared to 2018, mainly due to the acquired stations.

Programming expense increased 26% in 2019. Excluding the acquired stations, programming expense increased 4.2% year-over-year, primarily due to higher network affiliation fees. Network affiliation fees have been increasing industry-wide due to higher rates on renewals, as well as contractual rate increases during the terms of the affiliation agreements, and we expect that they may continue to increase over the next several years.

In the fourth quarter of 2018, we incurred a non-cash impairment charge of $8.9 million related to our original programming show, Pickler & Ben, which was not renewed for a third season.

Other expenses increased 13% in 2019. Excluding the acquired stations, other expenses decreased 8.3% year-over-year, driven by lower costs in advertising and promotion, supplies and rental as well as professional services.

National Media — Our National Media segment is comprised of the operations of our national media businesses including five national broadcast networks, the Katz networks; podcast industry-leader, Stitcher, and its advertising network Midroll Media; next-generation national news network, Newsy; a global leader in digital audio technology and measurement services, Triton; and other national brands. Our National Media group earns revenue primarily through the sale of advertising.

Operating results for our National Media segment were as follows:

	For the years ended December 31,				
(in thousands)	2019	Change	2018	Change	2017
Segment operating revenues:					
Katz	$ 227,035	22.2 %	$ 185,852		$ 40,975
Stitcher	72,545	42.1 %	51,063	63.7%	31,199
Newsy	43,025	75.0 %	24,588		10,089
Triton	41,065		3,292		—
Other	12,441	(41.8)%	21,375	96.5%	10,878
Total operating revenues	396,111	38.4 %	286,170		93,141
Segment costs and expenses:					
Employee compensation and benefits	86,315	48.7 %	58,033	86.5%	31,121
Programming	174,604	33.2 %	131,063		42,489
Other expenses	111,206	33.7 %	83,154		28,791
Total costs and expenses	372,125	36.7 %	272,250		102,401
Segment profit (loss)	$ 23,986	72.3 %	$ 13,920		$ (9,260)

Our National Media businesses Triton and Katz were acquired on November 30, 2018 and October 2, 2017, respectively. The inclusion of operating results from these businesses for the periods subsequent to the acquisitions impacts the comparability of our National Media segment operating results.

2019 compared with 2018

Revenues

National Media revenues increased $110 million or 38% in 2019. Triton accounted for $37.8 million of the year-over-year increase. The remainder of the increase came from growth in our other national brands. Katz's revenues increased $41.2 million or 22% as a result of growth on all of its networks, as well as the launch of the new network, Court TV, in May 2019. Stitcher's revenues increased $21.5 million or 42% due to advertising growth from existing podcasts, as well as the addition of new titles to its portfolio. Newsy's revenues increased $18.4 million or 75% primarily from the growth of advertising on over-the-top platforms.

Cost and Expenses

Employee compensation and benefits increased 49% or $28.3 million in 2019. Excluding the impact of Triton, employee compensation and benefits increased 25% year-over-year, mainly attributable to the hiring of personnel to support the growth of Katz, Stitcher and Newsy.

Programming expense increased $43.5 million or 33% in 2019. Programming expense includes the amortization of programming for Katz, podcast production costs and other programming costs. The overall increase is attributable to the continual investment in Katz programming, higher affiliate fees related to the increased distribution of all of the Katz networks and the additional programming costs for our podcast business as a result of higher revenue.

Other expenses increased $28.1 million or 34% in 2019. Excluding the impact of Triton, other expenses increased 23% year-over-year. Newsy had higher expenses related to its audience extension product and network distribution incentives. Katz had higher advertising and promotion expenses related to the launch of the new network, Court TV, and for promotion of Bounce network's original programming. Stitcher had higher podcast hosting and bandwidth costs. Additionally, occupancy, travel and entertainment expenses at the segment level increased as a direct result of an increase in hiring in order to support the growth of our national brands.

Shared services and corporate

We centrally provide certain services to our business segments. Such services include accounting, tax, cash management, procurement, human resources, employee benefits and information technology. The business segments are allocated costs for such services at amounts agreed upon by management. Such allocated costs may differ from amounts that might be negotiated at arms-length. Costs for such services that are not allocated to the business segments are included in shared services and corporate costs. Shared services and corporate also includes unallocated corporate costs, such as costs associated with being a public company.

2019 compared with 2018

Shared services and corporate expenses were up year-over-year with $57.4 million in 2019 and $53.1 million in 2018. Employee compensation and benefits increased nearly $5 million as a result of increased hiring at corporate to support to the growth of our local and national businesses.

Liquidity and Capital Resources

Our primary source of liquidity is our available cash and borrowing capacity under our revolving credit facility.

Operating activities

Cash provided by operating activities for the years ended December 31 is as follows:

	For the years ended December 31,		
(in thousands)	2019	2018	2017
Cash Flows from Operating Activities:			
Net income (loss)	$ (18,378)	$ 19,749	$ (14,617)
Loss from discontinued operations, net of tax	—	(36,328)	(2,595)
Income (loss) from continuing operations, net of tax	(18,378)	56,077	(12,022)
Adjustments to reconcile net income (loss) from continuing operations to net cash flows from operating activities:			
Depreciation and amortization	86,986	63,987	56,343
Impairment of goodwill and intangible assets	—	—	35,732
Impairment of programming assets	—	8,920	—
Loss (gain) on disposition of investments	(930)	251	(6,106)
(Gains) losses on sale of property and equipment	(1,692)	1,255	169
Programming assets and liabilities	17,900	(12,788)	(9,172)
Deferred income taxes	(4,665)	19,354	(16,084)
Stock and deferred compensation plans	14,912	10,741	15,872
Pension expense, net of contributions	(13,066)	(4,052)	(6,738)
Other changes in certain working capital accounts, net	(117,446)	(16,159)	(22,190)
Miscellaneous, net	8,927	2,645	(5,619)
Net cash provided by (used in) operating activities from continuing operations	(27,452)	130,231	30,185
Net cash provided by operating activities from discontinued operations	—	10,680	10,667
Net operating activities	$ (27,452)	$ 140,911	$ 40,852

2019 to 2018

The $158 million increase in cash used by continuing operating activities was primarily attributable to a $28 million year-over-year decrease in segment profit, changes in working capital accounts that decreased year-over-year cash by $101 million and $28 million higher cash interest payments made in 2019 compared to 2018. Interest payments increased due to the issuance of a $765 million term loan in May 2019 and issuance of $500 million of senior unsecured notes in July 2019 to fund the Cordillera and Nexstar-Tribune acquisitions.

One of the main factors contributing to the $101 million increase in cash used for working capital accounts was the timing of payments received on accounts receivable, which decreased cash by $83 million year-over-year. The main drivers in the accounts receivable change year-over-year were the Nexstar-Tribune acquisition and the impact of political advertising. We did not acquire working capital in the Nexstar-Tribune acquisition, and as advertisers tend to pay on a 60- to 90-day lag and retransmission partners on a 90- to 120-day lag, fourth quarter revenue resulted in growth of the accounts receivable balance and reduced cash flow. During the fourth quarter of 2019, we recognized $41 million of core advertising and $22 million of retransmission revenue attributed to the stations acquired in the Nexstar-Tribune acquisition. Additionally, we recognized $19 million in political revenue over the last two months of 2018, which increased prior year cash flow, as political advertising is paid in advance. Another factor contributing to the increase in cash used for working capital accounts was the $11 million tax payment made in the second quarter of 2019 related to the sale of our radio stations.

Investing activities

Cash used in investing activities for the years ended December 31 is as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Cash Flows from Investing Activities:			
Acquisitions, net of cash acquired	$ (1,190,422)	$ (149,469)	$ (280,940)
Additions to property and equipment	(61,043)	(53,253)	(17,932)
Acquisition of intangible assets	(24,864)	(7,229)	(9,745)
Purchase of investments	(1,871)	(558)	(836)
Proceeds from FCC repack	6,959	1,530	—
Miscellaneous, net	6,734	2,307	12,886
Net cash used in investing activities from continuing operations	(1,264,507)	(206,672)	(296,567)
Net cash provided by (used in) investing activities from discontinued operations	—	79,188	(2,500)
Net investing activities	$ (1,264,507)	$ (127,484)	$ (299,067)

In 2019, 2018 and 2017 we used $1.3 billion, $207 million and $297 million, respectively, in cash for investing activities from continuing operations. The primary factors affecting our cash flows from investing activities for the years presented are described below.

- During 2019, we acquired three television stations owned by Raycom Media for $55 million in cash, we acquired 15 television stations owned by Cordillera Communications, LLC for $521 million in cash, plus an estimated working capital adjustment of $23.9 million, we completed the acquisition of Omny Studio for a cash purchase price of $8.3 million and we acquired eight television stations from the Nexstar-Tribune transactions for $582 million. In 2018, we acquired Triton for $150 million, net of cash acquired. In 2017, we acquired Katz for $281 million, net of cash acquired.
- During 2019, capital expenditures increased $8 million year-over-year due to an increase in spending at Local Media as a result of our station growth during the year. Included in Local Media's 2019 capital expenditures was $16.7 million related to the FCC repacking process. In 2018, capital expenditures increased $35 million. A significant portion of the increase was attributed to $17.9 million of capital expenditures incurred in 2018 related to the FCC repacking process. Additionally in 2018, National Media's capital expenditures increased $14.4 million year-over-year mainly as a result of one-time expenses incurred related to the expansion and renovation of office and studio space in our leased facilities that was needed to accommodate current and future growth of our national brands.
- In April of 2019, we acquired assets from an independent station in Stuart, Florida, for $23.6 million in cash, the majority of which were intangible assets. In 2018 and 2017, we recognized other intangible assets of $5.8 million and $9.7 million, respectively, related to the acquisition of cable and satellite carriage rights for Newsy.
- In 2019 and 2018, we received $7.0 million and $1.5 million, respectively, in proceeds from the FCC repacking process.
- Miscellaneous investing activities for the current year include cash received from the sale of land and the sale of assets at Triton.

In the repacking process associated with the incentive spectrum auction conducted by the FCC in 2017, the FCC has reassigned some stations to new post-auction channels. We do not expect reassignment to new channels to have a material impact on our stations' broadcast signals as viewed in their markets. Twenty-seven of our current full power stations (including nine from recent acquisitions) have been assigned to new channels. The legislation authorizing the incentive auction and repack provides the FCC with up to a $2.75 billion fund to reimburse reasonable costs incurred by stations that are reassigned to new channels in the repack. We expect the FCC fund will be sufficient to cover the costs we would expect to incur for the repack and that our only potential funding risks would be limited to any disagreements with the FCC over reimbursement of expenditures incurred. Reimbursements provided by the FCC are recognized as the cash is received.

We have spent $37.5 million to date on FCC repack and expect to incur approximately $20 million of additional expenditures through the end of 2020. We have received total reimbursement proceeds from the FCC of $8.5 million as of December 31, 2019.

Financing activities

Cash used in or provided by financing activities for the years ended December 31 is as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Cash Flows from Financing Activities:			
Proceeds from issuance of long-term debt	$ 1,261,175	$ —	$ 700,000
Payments on long-term debt	(8,728)	(5,656)	(393,927)
Deferred financing costs	(31,295)	—	(9,671)
Dividends paid	(16,374)	(16,395)	—
Repurchase of Class A Common shares	(584)	(32,323)	(17,885)
Proceeds from exercise of stock options	—	1,857	1,461
Tax payments related to shares withheld for vested stock and RSUs	(3,831)	(3,796)	(4,576)
Miscellaneous, net	17,463	1,316	(2,840)
Net cash provided by (used in) financing activities from continuing operations	$ 1,217,826	$ (54,997)	$ 272,562

For continuing financing activities, cash provided by financing activities was $1.2 billion and $273 million in 2019 and 2017, respectively, while cash used in financing activities was $55 million in 2018. The primary factors affecting our cash flows from financing activities are described below.

We have $400 million of senior unsecured notes that mature on May 15, 2025 and bear interest at a rate of 5.125% per annum. We also have $500 million aggregate principal amount senior unsecured notes that mature on July 15, 2027, which bear interest at a rate of 5.875% per annum. Additionally, we have a $300 million term loan B that matures in October 2024 ("2024 term loan"). Following an amendment to the 2024 term loan on April 4, 2018, interest is payable at a rate based on LIBOR, plus a fixed margin of 2.00%. Interest will reduce to a rate of LIBOR plus a fixed margin of 1.75% if the Company’s total net leverage, as defined by the amended agreement, is below 2.75. The 2024 term loan requires annual principal payments of $3 million. On May 1, 2019, we issued a $765 million term loan B that matures in May 2026 ("2026 term loan") with interest payable at rates based on LIBOR, plus a fixed margin of 2.75%. Following an amendment to the 2026 term loan on December 18, 2019, interest is payable at a rate based on LIBOR, plus a fixed margin of 2.50%. The 2026 term loan requires annual principal payments of $7.6 million. Deferred financing costs and original issuance discount on the new debt issued in 2019 totaled approximately $34 million.

We have a revolving credit facility ("Revolving Credit Facility") with a capacity of $210 million that matures in April 2022. Interest is payable on the Revolving Credit Facility at rates based on LIBOR, plus a margin, based on our leverage ratio, ranging from 1.75% to 2.50%. The weighted-average interest rate over the period we had a drawn revolver balance in 2019 was 4.18%. As of December 31, 2019 and December 31, 2018, there were no borrowings under the revolving credit agreement. The revolving credit agreement includes financial covenants, which we were in compliance with for all periods presented.

The Revolving Credit Facility includes the maintenance of a net leverage ratio when we have outstanding borrowings on the facility. Additionally, we can make acquisitions as long as the pro forma net leverage ratio is less than 5.5 to 1.0. We were in compliance with all financial covenants at December 31, 2019 and December 31, 2018.

Our credit agreement also includes a provision that in certain circumstances we must use a portion of excess cash flow, as defined, to repay debt. As of December 31, 2019, we were not required to make additional principal payments pursuant to this provision.

We paid quarterly dividends of 5 cents per share, totaling $16.4 million in both 2019 and 2018. We intend to pay regular quarterly cash dividends for the foreseeable future. All subsequent dividends will be reviewed quarterly and declared by the Board of Directors at its discretion. The declaration and payment of future dividends will be dependent upon, among other things, the Company's financial position, results of operations, cash flow and other factors.

In November 2016, our Board of Directors authorized a share repurchase program of up to $100 million of our Class A Common shares. This authorization expires on March 1, 2020. Shares can be repurchased under the authorization via open market purchases or privately negotiated transactions, including accelerated stock repurchase transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 of the Securities Exchange Act of 1934. During 2017, we repurchased $17.9 million of shares at prices ranging from $14.05 to $23.01 per share. From March 15, 2018 through August 20, 2018, we

were in a black out period for repurchasing shares while we negotiated the sales of our radio stations. On August 21, 2018, we entered into an Accelerated Share Repurchase ("ASR") agreement with JP Morgan to repurchase the Company's common stock. We repurchased $32.3 million of shares in 2018, of which, $25 million was under the ASR agreement. During 2019, we repurchased $0.6 million of shares at prices ranging from $15.54 to $18.72 per share. As of December 31, 2019, $49.7 million was outstanding under this authorization. In February 2020, our Board of Directors authorized a new share repurchase program of up to $100 million of our Class A Common shares through March 1, 2022.

In 2018 and 2017, we received $2 million and $1 million, respectively, of proceeds from the exercise of employee stock options. We have not issued any stock options since 2008.

Other

We have met our funding requirements for our defined benefit pension plans under the provisions of the Pension Funding Equity Act of 2004 and the Pension Protection Act of 2006. In 2020, we expect to contribute approximately $33 million in total to our defined benefit pension plans and our SERPs.

We expect that our cash and cash flows from operating activities will be sufficient to meet our operating and capital needs over the next 12 months.

Off-Balance Sheet Arrangements and Contractual Obligations

Off-Balance Sheet Arrangements

Off-balance sheet arrangements include the following four categories: obligations under certain guarantees or contracts; retained or contingent interests in assets transferred to an unconsolidated entity or similar arrangements; obligations under certain derivative arrangements; and obligations under material variable interests.

Contractual Obligations

A summary of our contractual cash commitments as of December 31, 2019 is as follows:

(in thousands)	Less than 1 Year	Years 2 & 3	Years 4 & 5	Over 5 Years	Total
Long-term debt:					
Principal amounts	$ 10,612	$ 21,224	$ 299,474	$ 1,621,212	$ 1,952,522
Interest on debt	93,447	185,569	181,146	124,710	584,872
Programming:					
Program licenses, network affiliations and other programming commitments	506,812	691,106	14,910	162	1,212,990
Employee compensation and benefits:					
Deferred compensation and other post-employment benefits	1,595	2,976	2,900	14,784	22,255
Employment and talent contracts	77,351	57,578	2,376	6	137,311
Pension obligations	32,973	53,607	37,184	67,669	191,433
Operating leases	22,966	30,008	32,189	105,608	190,771
Other purchase and service commitments	115,049	153,795	73,767	5	342,616
Total contractual cash obligations	$ 860,805	$ 1,195,863	$ 643,946	$ 1,934,156	$ 4,634,770

Long-term debt — Long-term debt includes $900 million of unsecured senior notes and $1.1 billion outstanding balance on our term loans. We have $400 million of senior unsecured notes that mature on May 15, 2025 and bear interest at a rate of 5.125% per annum. We also have $500 million of senior unsecured notes that mature on July 15, 2027, which bear interest at a rate of 5.875% per annum. Additionally, we have $293.3 million outstanding on a term loan B that matures in October 2024. Interest is payable at a rate based on LIBOR, plus a fixed margin of 2.00%. Interest will reduce to a rate of LIBOR plus a fixed margin of 1.75% if the Company's total net leverage, as defined by the loan agreement, is below 2.75. The rate on this term loan was 3.80% at December 31, 2019. We also have $759.3 million outstanding on a term loan B that matures in May 2026. Following an amendment to this loan on December 18, 2019, interest is payable at a rate based on LIBOR, plus a fixed margin

of 2.50%. The rate on this term loan was 4.30% at December 31, 2019. Amounts included in the table may differ from amounts actually paid due to changes in LIBOR. A 100 basis point increase in LIBOR would result in an increase in annual interest payments of approximately $10.5 million.

Our credit agreement also includes a provision that in certain circumstances we must use a portion of excess cash flow to repay debt. Principal payments included in the contractual obligations table reflect only scheduled principal payments and do not reflect any amounts that may be required to be paid under this provision. As of December 31, 2019, we were not required to make any additional principal payments pursuant to this provision.

Other Contractual Obligations — In the ordinary course of business, we enter into long-term contracts to license or produce programming, to secure on-air talent, to lease office space and equipment and to purchase other goods and services.

Programming — Program licenses generally require payments over the terms of the licenses. Licensed programming includes both programs that have been delivered and are available for telecast and programs that have not yet been produced. It also includes payments for our network affiliation agreements. If the programs are not produced, our commitments would generally expire without obligation. Fixed fee amounts payable under our network affiliation agreements are also included. Variable amounts in excess of the contractual amounts payable to the networks are not included in the amounts above. Other programming rights also include commitments for the purchase of podcast content rights.

Talent Contracts — We secure on-air talent for our television stations through multi-year talent agreements. Certain agreements may be terminated under certain circumstances or at certain dates prior to expiration. We expect our employment and talent contracts will be renewed or replaced with similar agreements upon their expiration. Amounts due under the contracts, assuming the contracts are not terminated prior to their expiration, are included in the contractual obligations table.

Pension Funding — We sponsor a noncontributory defined benefit pension plan and non-qualified Supplemental Executive Retirement Plans ("SERPs").

Contractual commitments summarized in the contractual obligations table include payments to meet minimum funding requirements of our defined benefit pension plans and estimated benefit payments for our unfunded SERPs. Contractual pension obligations reflect anticipated minimum statutory pension contributions as of December 31, 2019, based upon pension funding regulations in effect at the time and our current pension assumptions regarding discount rates and returns on plan assets. Actual funding requirements may differ from amounts presented due to changes in discount rates, returns on plan assets or pension funding regulations that are in effect at the time.

Payments for the SERPs have been estimated over a ten-year period. Accordingly, the amounts in the “over 5 years” column include estimated payments for the periods of 2025-2029. While benefit payments under these plans are expected to continue beyond 2029, we do not believe it is practicable to estimate payments beyond this period.

Operating Leases — We obtain certain office space under multi-year lease agreements. Leases for office space are generally not cancelable prior to their expiration.

Leases for operating and office equipment are generally cancelable by either party with 30 to 90 days notice. However, we expect such contracts will remain in force throughout the terms of the leases. The amounts included in the table above represent the amounts due under the agreements assuming the agreements are not canceled prior to their expiration.

We expect our operating leases will be renewed or replaced with similar agreements upon their expiration.

Purchase Commitments — We obtain audience ratings, market research and certain other services under multi-year agreements. These agreements are generally not cancelable prior to expiration of the service agreement. We expect such agreements will be renewed or replaced with similar agreements upon their expiration.

Katz has carriage agreements with local television broadcasters to carry one or more of the Katz networks. These carriage agreements are generally for a five-year term. Under these agreements, Katz pays a fixed fee for the carriage rights.

We may also enter into contracts with certain vendors and suppliers. These contracts typically do not require the purchase of fixed or minimum quantities and generally may be terminated at any time without penalty. Included in the table of contractual obligations are purchase orders placed as of December 31, 2019. Purchase orders placed with vendors, including those with whom we maintain contractual relationships, are generally cancelable prior to shipment. While these vendor agreements do not require us to purchase a minimum quantity of goods or services, and we may generally cancel orders prior to shipment, we expect expenditures for goods and services in future periods will approximate those in prior years.

Income Tax Obligations — The contractual obligations table does not include any reserves for income taxes recognized because we are unable to reasonably predict the ultimate amount or timing of settlement of our reserves for income taxes. As of December 31, 2019, our reserves for income taxes totaled $0.6 million, which is reflected as a long-term liability in our Consolidated Balance Sheet.

Critical Accounting Policies and Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP") requires us to make a variety of decisions that affect reported amounts and related disclosures, including the selection of appropriate accounting principles and the assumptions on which to base accounting estimates. In reaching such decisions, we apply judgment based on our understanding and analysis of the relevant circumstances, including our historical experience, actuarial studies and other assumptions. We are committed to incorporating accounting principles, assumptions and estimates that promote the representational faithfulness, verifiability, neutrality and transparency of the accounting information included in the financial statements.

Note 1 to our Consolidated Financial Statements describes the significant accounting policies we have selected for use in the preparation of our financial statements and related disclosures. We believe the following to be the most critical accounting policies, estimates and assumptions affecting our reported amounts and related disclosures.

Acquisitions — The accounting for a business combination requires tangible and intangible assets acquired and liabilities assumed to be recorded at estimated fair value. With the assistance of third party appraisals, we generally determine fair values using comparisons to market transactions and a discounted cash flow analysis. The use of a discounted cash flow analysis requires significant judgment to estimate the future cash flows derived from the asset and the expected period of time over which those cash flows will occur and to determine an appropriate discount rate. Changes in such estimates could affect the amounts allocated to individual identifiable assets. While we believe our assumptions are reasonable, if different assumptions were made, the amount allocated to intangible assets could differ substantially from the reported amounts.

Goodwill and Other Indefinite-Lived Intangible Assets — Goodwill for each reporting unit must be tested for impairment on an annual basis or when events occur or circumstances change that would indicate the fair value of a reporting unit is below its carrying value. If the fair value of the reporting unit is less than its carrying value, we may be required to record an impairment charge.

The following is goodwill by reporting unit as of December 31, 2019:

(in thousands)		
Local Media	$	926,945
Katz		203,760
Triton		85,992
Stitcher		47,176
Newsy		7,982
Total goodwill	$	1,271,855

For our annual goodwill impairment testing, we utilized the quantitative approach for performing our test. Under that approach, we determine the fair value of our reporting unit generally using market data, appraised values and discounted cash flow analyses. The use of a discounted cash flow analysis requires significant judgment to estimate the future cash flows derived from the business and the period of time over which those cash flows will occur, as well as to determine an appropriate discount rate. The determination of the discount rate is based on a cost of capital model, using a risk-free rate, adjusted by a stock-beta adjusted risk premium and a size premium. While we believe the estimates and judgments used in determining the fair values were appropriate, different assumptions with respect to future cash flows, long-term growth rates and discount rates, could produce a different estimate of fair value. The estimate of fair value assumes certain growth of our businesses, which, if not achieved, could impact the fair value and possibly result in an impairment of the goodwill. Our annual impairment testing for goodwill indicated that the fair value of our Local Media reporting unit exceeded its carrying value by approximately 25% and our other reporting units exceeded their carrying value by over 30%.

We have determined that our FCC licenses are indefinite lived assets and not subject to amortization. At December 31, 2019, the carrying value of our television FCC licenses was $386 million, which are tested for impairment annually, or more frequently if events or changes in circumstances indicate that they might be impaired. We compare the estimated fair value of

each individual FCC license to its carrying amount. If the carrying amount of an indefinite-lived intangible asset exceeds its fair value, an impairment loss is recognized. Fair value is estimated using an income approach referred to as the “Greenfield Approach,” which requires multiple assumptions relating to the future prospects of each individual FCC license. The fair value of the FCC license is sensitive to each of the assumptions used in the Greenfield Approach and a change in any individual assumption could result in the fair value being less than the carrying value of the asset and an impairment charge being recorded. For example, a 50 basis point increase in the discount rate would reduce the aggregate fair value of the FCC licenses by approximately $65 million. Our annual impairment testing for our FCC licenses indicated that their fair value exceeded their recorded value.

Pension Plans — We sponsor a noncontributory defined benefit pension plan as well as non-qualified Supplemental Executive Retirement Plans ("SERPs"). Both the defined benefit plan and the SERPs have frozen the accrual of future benefits.

The measurement of our pension obligation and related expense is dependent on a variety of estimates, including: discount rates; expected long-term rate of return on plan assets; and employee turnover, mortality and retirement ages. We review these assumptions on an annual basis and make modifications to the assumptions based on current rates and trends when appropriate. In accordance with accounting principles, we record the effects of these modifications currently or amortize them over future periods. We consider the most critical of our pension estimates to be our discount rate and the expected long-term rate of return on plan assets.

The assumptions used in accounting for our defined benefit pension plans for 2019 and 2018 are as follows:

	2019	2018
Discount rate for expense	4.38%	3.71% - 4.58%
Discount rate for obligations	3.40%	4.38%
Long-term rate of return on plan assets for expense	5.50%	5.10%

The discount rate used to determine our future pension obligations is based upon a dedicated bond portfolio approach that includes securities rated Aa or better with maturities matching our expected benefit payments from the plans. The rate is determined each year at the plan measurement date and affects the succeeding year’s pension cost. Discount rates can change from year to year based on economic conditions that impact corporate bond yields. A 50 basis point increase or decrease in the discount rate would decrease or increase our pension obligations as of December 31, 2019, by approximately $38.1 million and decrease or increase 2020 pension expense by approximately $0.2 million.

Under our asset allocation strategy, approximately 45% of plan assets are invested in a portfolio of fixed income securities with a duration approximately that of the projected payment of benefit obligations. The remaining 55% of plan assets are invested in equity securities and other return-seeking assets. The expected long-term rate of return on plan assets is based primarily upon the target asset allocation for plan assets and capital markets forecasts for each asset class employed. A decrease in the expected rate of return on plan assets increases pension expense. A 50 basis point change in the 2020 expected long-term rate of return on plan assets would increase or decrease our 2020 pension expense by approximately $1.9 million.

We had unrecognized accumulated other comprehensive loss related to net actuarial losses for our pension plans and SERPs of $130 million at December 31, 2019. Unrealized actuarial gains and losses result from deferred recognition of differences between our actuarial assumptions and actual results. In 2019, we had an actuarial loss of $7.4 million. Based on our current assumptions, we anticipate that 2020 pension expense will include $4.7 million in amortization of actuarial losses.

Recently Adopted Standards and Issued Accounting Standards

Refer to Note 2. Recently Adopted and Issued Accounting Standards of the Notes to Consolidated Financial Statements for further discussion.

Quantitative and Qualitative Disclosures about Market Risk

Earnings and cash flow can be affected by, among other things, economic conditions and interest rate changes. We are also exposed to changes in the market value of our investments.

Our objectives in managing interest rate risk are to limit the impact of interest rate changes on our earnings and cash flows, and to reduce overall borrowing costs.

The following table presents additional information about market-risk-sensitive financial instruments:

	As of December 31, 2019		As of December 31, 2018	
(in thousands)	Cost Basis	Fair Value	Cost Basis	Fair Value
Financial instruments subject to interest rate risk:				
Revolving credit facility	$ —	$ —	$ —	$ —
Senior unsecured notes, due in 2025	400,000	409,000	400,000	374,000
Senior unsecured notes, due in 2027	500,000	525,000	—	—
Term loan, due in 2024	293,250	293,617	296,250	288,844
Term loan, due in 2026	759,272	763,547	—	—
Long-term debt, including current portion	$ 1,952,522	$ 1,991,164	$ 696,250	$ 662,844
Financial instruments subject to market value risk:				
Investments held at cost	$ 4,405	(a)	$ 4,114	(a)

(a) Includes securities that do not trade in public markets, thus the securities do not have readily determinable fair values. We estimate the fair value of these securities approximates their carrying value.

Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934) was evaluated as of the date of the financial statements. This evaluation was carried out under the supervision of and with the participation of management, including the Chief Executive Officer and the Chief Financial Officer. Based upon that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the design and operation of these disclosure controls and procedures are effective.

We implemented internal controls to ensure we properly assessed the impact of the new lease accounting standard on our financial statements to facilitate its adoption on January 1, 2019. There were no significant changes to our internal controls over financial reporting due to the adoption of the new standard. Additionally, in the ordinary course of business, we review our system of internal control over financial reporting and make changes to our systems and processes to improve such controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new, more efficient systems, automating manual processes and updating existing systems. For example, during the third quarter of 2019, we completed the implementation of various financial system applications across the Company. As these financial system applications are implemented, they become a significant component of our internal control over financial reporting. Except for the ongoing implementation of these financial system applications, there were no changes to the Company's internal controls over financial reporting (as defined in Exchange Act Rule 13a-15(f)) during the period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting

Scripps' management is responsible for establishing and maintaining adequate internal controls designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The Company's internal control over financial reporting includes those policies and procedures that:

1. pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company;

2. provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and the directors of the Company; and

3. provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

All internal control systems, no matter how well designed, have inherent limitations, including the possibility of human error, collusion and the improper overriding of controls by management. Accordingly, even effective internal control can only provide reasonable, but not absolute assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control may vary over time.

As required by Section 404 of the Sarbanes Oxley Act of 2002, management assessed the effectiveness of The E.W. Scripps Company and subsidiaries' (the "Company") internal control over financial reporting as of December 31, 2019. Management's assessment is based on the criteria established in the *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based upon our assessment, management believes that the Company maintained effective internal control over financial reporting as of December 31, 2019.

We acquired 15 television stations from Cordillera Communications, LLC on May 1, 2019 and eight television stations from the Nexstar Media Group, Inc. transaction with Tribune Media Company on September 19, 2019, and have excluded these businesses from management's reporting on internal control over financial reporting, as permitted by SEC guidance, for the year ended December 31, 2019. The acquired operations have total assets of approximately $1.3 billion, or 37% of our total assets as of December 31, 2019 and revenues of approximately $185 million, or 13% of our total revenues for the year ended December 31, 2019.

The Company's independent registered public accounting firm has issued an attestation report on our internal control over financial reporting as of December 31, 2019. This report appears on page F-22.

Date: February 28, 2020

BY:

/s/ Adam P. Symson

Adam P. Symson

President and Chief Executive Officer

/s/ Lisa A. Knutson

Lisa A. Knutson

Executive Vice President and Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of The E.W. Scripps Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of The E.W. Scripps Company and subsidiaries (the "Company") as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive income (loss), cash flows and equity, for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 28, 2020, expressed an unqualified opinion on the Company's internal control over financial reporting.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company has changed its method of accounting for leases in 2019 due to the adoption of Accounting Standards Update 2016-02, *Leases (Topic 842)*.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Acquisition of television stations from Cordillera Communications, LLC and Nexstar Media Group, Inc. - Refer to Note 3 to the financial statements

Critical Audit Matter Description

The Company completed its acquisition of 15 television stations in 10 markets from Cordillera Communications, LLC for $521 million in cash, plus a working capital adjustment of $23.9 million, on May 1, 2019. Additionally, the Company completed its acquisition of eight television stations in seven markets that were required to be divested by Nexstar Media Group, Inc. as part of its acquisition of Tribune Media Company for $582 million on September 19, 2019.

The Company accounted for these transactions under the acquisition method of accounting for business combinations. Accordingly, the purchase prices were allocated, on a preliminary basis, to the assets acquired and liabilities assumed based on their respective fair values, including aggregate identified intangible assets of $579 million and aggregate goodwill of $417 million. The identified intangible assets primarily included indefinite-lived Federal Communications Commission ("FCC") licenses of $203 million and amortizable television network affiliation relationships of $350 million.

The Company estimated the fair value of the FCC licenses and television network affiliation relationships using the Greenfield (market-based) approach, which is a discounted cash flow method that required management to make significant estimates and assumptions related to future market revenues and cash flows for a hypothetical new market participant, as well as discount rates.

We identified the valuation of the acquired intangible assets through the television station acquisitions as a critical audit matter because of the significant estimates and assumptions management utilized to record these assets at fair value for purposes of allocating the acquisition purchase prices. This required a high degree of auditor judgment and an increased extent of effort when performing audit procedures to evaluate the reasonableness of management's forecasts of future revenues and cash flows as well as the selection of discount rates, including the need to involve our fair value specialists.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the forecasts of future revenues and cash flows as well as the selection of discount rates for purposes of estimating a fair value of the acquired intangible assets included the following, among others:

- We inquired of management to understand the process being used by the Company to determine the fair value of assets acquired and liabilities assumed in the television station acquisitions.

- We tested the design and operating effectiveness of the Company's internal controls over the valuation of the acquired intangible assets, including controls over forecasts of future revenues and cash flows and selection of the discount rates.

- We evaluated the reasonableness of management's forecasts of future revenues and cash flows for a hypothetical new market participant by comparing the projections to historical results and available industry data and performing lookback procedures to assess management's ability to forecast future revenues and cash flows.

- With the assistance of our fair value specialists, we evaluated the reasonableness of the valuation methodologies utilized along with valuation assumptions including the discount rates selected by:

    - Testing the source information underlying the determination of the discount rates and testing the mathematical accuracy of the calculations.

    - Developing a range of independent estimates for the discount rates and comparing those to the discount rates selected by management.

/s/ Deloitte & Touche LLP

Cincinnati, Ohio
February 28, 2020

We have served as the Company's auditor since at least 1959; however, an earlier year could not be reliably determined.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of The E.W. Scripps Company

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of The E.W. Scripps Company and subsidiaries (the "Company") as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2019, of the Company and our report dated February 28, 2020, expressed an unqualified opinion on those financial statements and included an explanatory paragraph related to the Company's change in method of accounting for leases due to the adoption of Accounting Standards Update 2016-02, *Leases (Topic 842)*, during 2019.

As described in Management's Report on Internal Control over Financial Reporting, management excluded from its assessment the internal control over financial reporting at television stations acquired from Cordillera Communications, LLC, and the Nexstar Media Group, Inc. transaction with Tribune Media Company, which were acquired on May 1, 2019 and September 19, 2019, respectively, and whose financial statements combined constitute 37% of total assets and 13% of total revenues of the consolidated financial statement amounts as of and for the year ended December 31, 2019. Accordingly, our audit did not include the internal control over financial reporting at television stations acquired from Cordillera Communications, LLC, or the Nexstar Media Group, Inc. transaction with Tribune Media Company.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Deloitte & Touche LLP

Cincinnati, Ohio
February 28, 2020

The E.W. Scripps Company
Consolidated Balance Sheets

(in thousands, except share data)	As of December 31, 2019	2018
Assets		
Current assets:		
Cash and cash equivalents	$ 32,968	$ 107,114
Accounts receivable (less allowances — $3,546 and $4,371)	413,567	281,330
Programming	60,184	34,432
FCC repack receivable	29,651	19,242
Miscellaneous	41,074	28,899
Total current assets	577,444	471,017
Investments	8,553	7,162
Property and equipment	375,904	237,927
Operating lease right-of-use assets	138,640	—
Goodwill	1,271,855	834,013
Other intangible assets	1,061,791	478,953
Programming (less current portion)	96,256	75,333
Deferred income taxes	11,802	9,141
Miscellaneous	19,108	16,515
Total Assets	$ 3,561,353	$ 2,130,061
Liabilities and Equity		
Current liabilities:		
Accounts payable	$ 29,153	$ 26,919
Unearned revenue	11,678	11,459
Current portion of long-term debt	10,612	3,000
Accrued liabilities:		
Employee compensation and benefits	45,701	44,929
Programming liability	96,682	40,301
Accrued interest	15,352	2,626
Miscellaneous	46,624	43,486
Other current liabilities	43,678	25,339
Total current liabilities	299,480	198,059
Long-term debt (less current portion)	1,904,418	685,764
Deferred income taxes	19,833	25,531
Operating lease liabilities	123,739	—
Other liabilities (less current portion)	315,948	294,542
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock, $.01 par — authorized: 25,000,000 shares; none outstanding	—	—
Common stock, $.01 par:		
Class A — authorized: 240,000,000 shares; issued and outstanding: 2019 - 69,027,524 shares; 2018 - 68,736,867 shares	691	688
Voting — authorized: 60,000,000 shares; issued and outstanding: 2019 - 11,932,722 shares; 2018 - 11,932,722 shares	119	119
Total	810	807
Additional paid-in capital	1,117,095	1,106,984
Accumulated deficit	(120,981)	(86,229)
Accumulated other comprehensive loss, net of income taxes	(98,989)	(95,397)
Total equity	897,935	926,165
Total Liabilities and Equity	$ 3,561,353	$ 2,130,061

See notes to consolidated financial statements.

The E.W. Scripps Company
Consolidated Statements of Operations

(in thousands, except per share data)	For the years ended December 31, 2019	2018	2017
Operating Revenues:			
Advertising	$ 902,892	$ 836,049	$ 563,879
Retransmission and carriage	390,043	304,402	259,712
Other	130,901	67,974	53,381
Total operating revenues	1,423,836	1,208,425	876,972
Costs and Expenses:			
Employee compensation and benefits	499,022	394,029	367,735
Programming	451,249	350,753	228,605
Impairment of programming assets	—	8,920	—
Other expenses	293,060	246,487	185,869
Acquisition and related integration costs	26,304	4,124	—
Restructuring costs	3,370	8,911	4,422
Total costs and expenses	1,273,005	1,013,224	786,631
Depreciation, Amortization, and (Gains) Losses:			
Depreciation	40,709	34,641	34,049
Amortization of intangible assets	46,277	29,346	22,294
Impairment of goodwill and intangible assets	—	—	35,732
(Gains) losses, net on disposal of property and equipment	(1,692)	1,255	169
Net depreciation, amortization, and (gains) losses	85,294	65,242	92,244
Operating income (loss)	65,537	129,959	(1,903)
Interest expense	(80,596)	(36,184)	(26,697)
Defined benefit pension plan expense	(6,953)	(19,752)	(14,112)
Miscellaneous, net	1,137	152	10,636
Income (loss) from continuing operations before income taxes	(20,875)	74,175	(32,076)
Provision (benefit) for income taxes	(2,497)	18,098	(20,054)
Income (loss) from continuing operations, net of tax	(18,378)	56,077	(12,022)
Loss from discontinued operations, net of tax	—	(36,328)	(2,595)
Net income (loss)	(18,378)	19,749	(14,617)
Loss attributable to noncontrolling interest	—	(632)	(1,511)
Net income (loss) attributable to the shareholders of The E.W. Scripps Company	$ (18,378)	$ 20,381	$ (13,106)
Net income (loss) per basic share of common stock attributable to the shareholders of The E.W. Scripps Company:			
Income (loss) from continuing operations	$ (0.23)	$ 0.69	$ (0.13)
Loss from discontinued operations	—	(0.44)	(0.03)
Net income (loss) per basic share of common stock attributable to the shareholders of The E.W. Scripps Company	$ (0.23)	$ 0.25	$ (0.16)
Net income (loss) per diluted share of common stock attributable to the shareholders of The E.W. Scripps Company:			
Income (loss) from continuing operations	$ (0.23)	$ 0.68	$ (0.13)
Loss from discontinued operations	—	(0.44)	(0.03)
Net income (loss) per diluted share of common stock attributable to the shareholders of The E.W. Scripps Company	$ (0.23)	$ 0.24	$ (0.16)
Weighted average shares outstanding:			
Basic	80,826	81,369	82,052
Diluted	80,826	81,927	82,052

See notes to consolidated financial statements.
Net income per share amounts may not foot since each is calculated independently.

The E.W. Scripps Company
Consolidated Statements of Comprehensive Income (Loss)

(in thousands)	For the years ended December 31, 2019	2018	2017
Net income (loss)	$ (18,378)	$ 19,749	$ (14,617)
Changes in defined benefit pension plans, net of tax of $(1,156), $2,557, and $4,152	(3,369)	7,590	10,150
Other, net of tax of $(77), $(22) and $(136)	(223)	(65)	(355)
Total comprehensive income (loss)	(21,970)	27,274	(4,822)
Less comprehensive loss attributable to noncontrolling interest	—	(632)	(1,511)
Total comprehensive income (loss) attributable to the shareholders of The E.W. Scripps Company	$ (21,970)	$ 27,906	$ (3,311)

See notes to consolidated financial statements.

The E.W. Scripps Company
Consolidated Statements of Cash Flows

(in thousands)	For the years ended December 31, 2019	2018	2017
Cash Flows from Operating Activities:			
Net income (loss)	$ (18,378)	$ 19,749	$ (14,617)
Loss from discontinued operations, net of tax	—	(36,328)	(2,595)
Income (loss) from continuing operations, net of tax	(18,378)	56,077	(12,022)
Adjustments to reconcile net income (loss) from continuing operations to net cash flows from operating activities:			
Depreciation and amortization	86,986	63,987	56,343
Impairment of goodwill and intangible assets	—	—	35,732
Impairment of programming assets	—	8,920	—
Loss (gain) on disposition of investments	(930)	251	(6,106)
(Gains) losses on sale of property and equipment	(1,692)	1,255	169
Programming assets and liabilities	17,900	(12,788)	(9,172)
Deferred income taxes	(4,665)	19,354	(16,084)
Stock and deferred compensation plans	14,912	10,741	15,872
Pension expense, net of contributions	(13,066)	(4,052)	(6,738)
Other changes in certain working capital accounts, net	(117,446)	(16,159)	(22,190)
Miscellaneous, net	8,927	2,645	(5,619)
Net cash provided by (used in) operating activities from continuing operations	(27,452)	130,231	30,185
Net cash provided by operating activities from discontinued operations	—	10,680	10,667
Net operating activities	(27,452)	140,911	40,852
Cash Flows from Investing Activities:			
Acquisitions, net of cash acquired	(1,190,422)	(149,469)	(280,940)
Additions to property and equipment	(61,043)	(53,253)	(17,932)
Acquisition of intangible assets	(24,864)	(7,229)	(9,745)
Purchase of investments	(1,871)	(558)	(836)
Proceeds from FCC repack	6,959	1,530	—
Miscellaneous, net	6,734	2,307	12,886
Net cash used in investing activities from continuing operations	(1,264,507)	(206,672)	(296,567)
Net cash provided by (used in) investing activities from discontinued operations	—	79,188	(2,500)
Net investing activities	(1,264,507)	(127,484)	(299,067)
Cash Flows from Financing Activities:			
Proceeds from issuance of long-term debt	1,261,175	—	700,000
Payments on long-term debt	(8,728)	(5,656)	(393,927)
Deferred financing costs	(31,295)	—	(9,671)
Dividends paid	(16,374)	(16,395)	—
Repurchase of Class A Common shares	(584)	(32,323)	(17,885)
Proceeds from exercise of stock options	—	1,857	1,461
Tax payments related to shares withheld for vested stock and RSUs	(3,831)	(3,796)	(4,576)
Miscellaneous, net	17,463	1,316	(2,840)
Net cash provided by (used in) financing activities from continuing operations	1,217,826	(54,997)	272,562
Effect of foreign exchange rates on cash, cash equivalents and restricted cash	(13)	(15)	—
Increase (decrease) in cash, cash equivalents and restricted cash	(74,146)	(41,585)	14,347
Cash, cash equivalents and restricted cash:			
Beginning of year	107,114	148,699	134,352
End of year	$ 32,968	$ 107,114	$ 148,699
Supplemental Cash Flow Disclosures			
Interest paid	61,299	33,673	18,956
Income taxes paid	13,183	3,729	1,756
Non-cash investing information			
Capital expenditures included in accounts payable	$ 983	$ 693	$ 286

See notes to consolidated financial statements.

The E.W. Scripps Company
Consolidated Statements of Equity

(in thousands, except share data)	Common Stock	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Income (Loss) ("AOCI")	Noncontrolling Interest	Total Equity
As of December 31, 2016	$ 819	$ 1,132,540	$ (94,077)	$ (93,347)	$ —	$ 945,935
Minority interest contribution to subsidiary	—	—	—	—	2,143	2,143
Comprehensive income (loss)	—	—	(13,106)	9,795	(1,511)	(4,822)
Repurchase 1,004,451 Class A Common Shares	(10)	(15,627)	(2,248)	—	—	(17,885)
Compensation plans: 661,256 net shares issued *	7	12,107	—	—	—	12,114
Reclassification of disproportionate tax effects from AOCI	—	—	19,370	(19,370)	—	—
As of December 31, 2017	816	1,129,020	(90,061)	(102,922)	632	937,485
Comprehensive income (loss)	—	—	20,381	7,525	(632)	27,274
Cash dividend: declared and paid - $0.20 per share	—	—	(16,395)	—	—	(16,395)
Repurchase 1,813,249 Class A Common Shares	(18)	(32,151)	(154)	—	—	(32,323)
Compensation plans: 851,011 net shares issued *	9	10,115	—	—	—	10,124
As of December 31, 2018	807	1,106,984	(86,229)	(95,397)	—	926,165
Comprehensive income (loss)	—	—	(18,378)	(3,592)	—	(21,970)
Cash dividend: declared and paid - $0.20 per share	—	—	(16,374)	—	—	(16,374)
Repurchase 180,541 Class A Common Shares	(2)	(582)	—	—	—	(584)
Compensation plans: 471,198 net shares issued *	5	10,693	—	—	—	10,698
As of December 31, 2019	$ 810	$ 1,117,095	$ (120,981)	$ (98,989)	$ —	$ 897,935

** Net of tax payments related to shares withheld for vested stock and RSUs of $3,831 in 2019, $3,796 in 2018 and $4,576 in 2017.*

See notes to consolidated financial statements.

THE E.W. SCRIPPS COMPANY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

As used in the Notes to Consolidated Financial Statements, the terms “Scripps,” “Company,” “we,” “our,” or “us” may, depending on the context, refer to The E.W. Scripps Company, to one or more of its consolidated subsidiary companies or to all of them taken as a whole.

Nature of Operations — We are a diverse media enterprise, serving audiences and businesses through a portfolio of local television stations and national media brands. All of our businesses provide content and services via digital platforms, including the Internet, smartphones and tablets. Our media businesses are organized into the following reportable business segments: Local Media, National Media and Other.

Basis of Presentation — Certain amounts in prior periods have been reclassified to conform to the current period's presentation.

Concentration Risks — Our operations are geographically dispersed and we have a diverse customer base. We believe bad debt losses resulting from default by a single customer, or defaults by customers in any depressed region or business sector, would not have a material effect on our financial position, results of operations or cash flows.

We derive approximately 63% of our operating revenues from advertising. Changes in the demand for such services, both nationally and in individual markets, can affect operating results.

Use of Estimates — Preparing financial statements in accordance with accounting principles generally accepted in the United States of America requires us to make a variety of decisions that affect the reported amounts and the related disclosures. Such decisions include the selection of accounting principles that reflect the economic substance of the underlying transactions and the assumptions on which to base accounting estimates. In reaching such decisions, we apply judgment based on our understanding and analysis of the relevant circumstances, including our historical experience, actuarial studies and other assumptions.

Our financial statements include estimates and assumptions used in accounting for our defined benefit pension plans; the periods over which long-lived assets are depreciated or amortized; the fair value of long-lived assets, goodwill and indefinite lived assets; the liability for uncertain tax positions and valuation allowances against deferred income tax assets; the fair value of assets acquired and liabilities assumed in business combinations; and self-insured risks.

While we re-evaluate our estimates and assumptions on an ongoing basis, actual results could differ from those estimated at the time of preparation of the financial statements.

Consolidation — The consolidated financial statements include our accounts and those of our wholly-owned and majority-owned subsidiaries and variable interest entities (VIEs) for which we are the primary beneficiary. We are the primary beneficiary of a VIE when we have the power to direct the activities of the VIE that most significantly impact the economic performance of the VIE and have the obligation to absorb losses or the right to receive returns that would be significant to the VIE. Noncontrolling interest represents an owner’s share of the equity in certain of our consolidated entities. All intercompany transactions and account balances have been eliminated in consolidation.

Investments in entities over which we have significant influence but not control are accounted for using the equity method of accounting. Income from equity method investments represents our proportionate share of net income generated by equity method investees.

Nature of Products and Services — The following is a description of principal activities from which we generate revenue.

Core Advertising **—** Core advertising is comprised of sales to local and national customers. The advertising includes a combination of broadcast air time, as well as digital advertising. Pricing of advertising time is based on audience size and share, the demographic of our audiences and the demand for our limited inventory of commercial time. Advertising time is sold through a combination of local sales staff and national sales representative firms. Digital revenues are primarily generated from the sale of advertising to local and national customers on our local television websites, smartphone apps, tablet apps and other platforms.

Political Advertising **—** Political advertising is generally sold through our Washington D.C. sales office. Advertising is sold to presidential, gubernatorial, Senate and House of Representative candidates, as well as for state and local issues. It is also sold to political action groups (PACs) or other advocacy groups.

Retransmission Revenues **—** We earn revenue from retransmission consent agreements with multi-channel video programming distributors ("MVPDs") in our markets. The MVPDs are cable operators and satellite carriers who pay us to offer our programming to their customers. We also receive fees from over-the-top virtual MVPDs such as Hulu, YouTubeTV and AT&T Now. The fees we receive are typically based on the number of subscribers in our local market and the contracted rate per subscriber.

Other Products and Services **—** We derive revenue from sponsorships and community events through our Local Media segment. Our National Media segment offers subscription services for access to premium content to its customers. Our Triton business earns revenue from monthly fees charged to audio publishers for converting their content into digital audio streams and inserting digital advertising into those audio streams and providing statistical measurement information about their listening audience. Our podcast business acts as a sales and marketing representative and earns commission for its work.

Refer to Note 16. Segment Information for further information, including revenue by significant product and service offering.

Revenue Recognition — Revenue is measured based on the consideration we expect to be entitled to in exchange for promised goods or services provided to customers, and excludes any amounts collected on behalf of third parties. Revenue is recognized upon transfer of control of promised products or services to customers.

Advertising **—** Advertising revenue is recognized, net of agency commissions, over time primarily as ads are aired or impressions are delivered and any contracted audience guarantees are met. We apply the practical expedient to recognize revenue at the amount we have the right to invoice, which corresponds directly to the value a customer has received relative to our performance. For advertising sold based on audience guarantees, audience deficiency may result in an obligation to deliver additional advertisements to the customer. To the extent that we do not satisfy contracted audience ratings, we record deferred revenue until such time that the audience guarantee has been satisfied.

Retransmission **—** Retransmission revenues are considered licenses of functional intellectual property and are recognized at the point in time the content is transferred to the customer. MVPDs report their subscriber numbers to us generally on a 30- to 90-day lag. Prior to receiving the MVPD reporting, we record revenue based on estimates of the number of subscribers, utilizing historical levels and trends of subscribers for each MVPD.

Other **—** Revenues generated by our Triton business are recognized on a ratable basis over the contract term as the monthly service is provided to the customer.

Transaction Price Allocated to Remaining Performance Obligations — As of December 31, 2019, we had an aggregate transaction price of $59.6 million allocated to unsatisfied performance obligations related to contracts within our Triton business, all of which are expected to be recognized into revenue over the next 24 months.

We did not disclose the value of unsatisfied performance obligations on any other contracts with customers because they are either (i) contracts with an original expected term of one year or less, (ii) contracts for which the sales- or usage-based royalty exception was applied, or (iii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

Cash Equivalents — Cash equivalents represent highly liquid investments with maturity of less than three months when acquired.

Contract Balances — Timing of revenue recognition may differ from the timing of invoicing to customers. We record a receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized subsequent to invoicing.

We extend credit to customers based upon our assessment of the customer's financial condition. Collateral is generally not required from customers. Payment terms may vary by contract type, although our terms generally include a requirement of payment within 30 to 90 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers.

The allowance for doubtful accounts reflects our best estimate of probable losses inherent in the accounts receivable balance. We determine the allowance based on known troubled accounts, historical experience and other currently available evidence. A rollforward of the allowance for doubtful accounts is as follows:

(in thousands)		
January 1, 2017	$	1,490
Charged to costs and expenses		1,407
Amounts charged off, net		(948)
Balance as of December 31, 2017		1,949
Charged to costs and expenses		3,767
Amounts charged off, net		(1,345)
Balance as of December 31, 2018		4,371
Charged to costs and expenses		1,886
Amounts charged off, net		(2,711)
Balance as of December 31, 2019	$	3,546

We record unearned revenue when cash payments are received in advance of our performance. We generally require advance payment for advertising contracts with political advertising customers. Unearned revenue totaled $11.7 million at December 31, 2019 and is expected to be recognized within revenue over the next 12 months. Unearned revenue totaled $11.5 million at December 31, 2018. We recorded $10.0 million of revenue in 2019 that was included in unearned revenue at December 31, 2018.

Assets Recognized from the Costs to Obtain a Contract with a Customer — We recognize an asset for the incremental costs of obtaining a contract with a customer if we expect the benefit of those costs to be longer than one year. We apply and use the practical expedient in the revenue guidance to expense costs as incurred for costs to obtain a contract when the amortization period is one year or less. This expedient applies to advertising sales commissions since advertising contracts are short-term in nature. In addition, we also may provide inducement payments to secure carriage agreements with distributors of our content. These inducement payments are capitalized and amortized to expense over the term of the distribution contract. Capitalized costs to obtain a contract with a customer totaled $9.3 million at December 31, 2019 and $9.7 million at December 31, 2018 and are included within miscellaneous assets on our Consolidated Balance Sheets. Amortization of these costs totaled $4.2 million and $1.0 million in 2019 and 2018, respectively.

Investments — From time to time, we make investments in private companies. Investment securities can be impacted by various market risks, including interest rate risk, credit risk and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term. Such changes could materially affect the amounts reported in our financial statements.

We record investments in private companies not accounted for under the equity method at cost, net of impairment write-downs, because no readily determinable market price is available.

We regularly review our investments to determine if there has been any other-than-temporary decline in value. These reviews require management judgments that often include estimating the outcome of future events and determining whether factors exist that indicate impairment has occurred. We evaluate, among other factors, the extent to which cost exceeds fair value; the duration of the decline in fair value below cost; and the current cash position, earnings and cash forecasts and near-term prospects of the investee. We reduce the cost basis when a decline in fair value below cost is determined to be other than temporary, with the resulting adjustment charged against earnings.

Property and Equipment — Property and equipment is carried at cost less depreciation. We compute depreciation using the straight-line method over estimated useful lives as follows:

Buildings and improvements	15 to 45 years
Leasehold improvements	Shorter of term of lease or useful life
Broadcast transmission towers and related equipment	15 to 35 years
Other broadcast and program production equipment	3 to 15 years
Computer hardware	3 to 5 years
Office and other equipment	3 to 10 years

Programming — Programming includes the cost of national television network programming, programming produced by us or for us by independent production companies and programs licensed under agreements with independent producers.

Our network affiliation agreements require the payment of affiliation fees to the network. Network affiliation fees consist of pre-determined fixed fees in all cases and variable payments based on a share of retransmission revenues above the fixed fees for some of our agreements.

Program licenses principally consist of television series and films. Program licenses generally have fixed terms, limit the number of times we can air the programs and require payments over the terms of the licenses. We record licensed program assets and liabilities when the license period has commenced and the programs are available for broadcast. We do not discount program licenses for imputed interest. We amortize program licenses based upon expected cash flows over the term of the license agreement. We classify the portion of the unamortized balance expected to be amortized within one year as a current asset.

The costs of programming produced by us or for us by independent production companies is charged to expense over estimated useful lives based upon expected future cash flows. The realizable value of internal costs incurred for trial footage at Court TV, including employee compensation and benefits, are capitalized and amortized based upon expected future cash flows. All other internal costs to produce daily or live broadcast shows, such as news, sports or daily magazine shows, are expensed as incurred and are not classified in our Consolidated Statements of Operations as program costs, but are classified based on the type of cost incurred.

Progress payments on programs not yet available for broadcast are recorded as deposits within programming assets.

We review the net realizable value of program assets for impairment using a day-part methodology if the programming is for our local broadcast stations, whereby programs broadcast during a particular time period, such as prime time, are evaluated on an aggregate basis. Programming for our over-the-air broadcast network is reviewed for impairment using the individual network methodology.

For our program assets available for broadcast, estimated amortization for each of the next five years is $59.4 million in 2020, $44.1 million in 2021, $25.9 million in 2022, $7.4 million in 2023, $3.1 million in 2024 and $3.3 million thereafter. Actual amortization in each of the next five years will exceed the amounts currently recorded as program assets available for broadcast, as we will continue to produce and license additional programs.

Program rights liabilities payable within the next twelve months are included as current liabilities and noncurrent program rights liabilities are included in other noncurrent liabilities.

FCC Repack — In April 2017, the Federal Communications Commission (the “FCC”) began a process of reallocating the broadcast spectrum (the “repack”). Specifically, the FCC is requiring certain television stations to change channels and/or modify their transmission facilities. The U.S. Congress passed legislation which provides the FCC with a fund to reimburse all reasonable costs incurred by stations operating under a full power license and a portion of the costs incurred by stations operating under a low power license that are reassigned to new channels.

We record an FCC repack receivable for the amount of reimbursable costs due from the FCC, which totaled $29.7 million at December 31, 2019 and $19.2 million at December 31, 2018. The total amount of consideration currently due or that has been collected from the FCC is recorded as a deferred liability and will be recognized against depreciation expense in the same manner that the underlying FCC repack fixed assets are depreciated. Deferred FCC repack income totaled $36.8 million at December 31, 2019 and $20.6 million at December 31, 2018.

Leases — We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use (“ROU”) assets, other current liabilities and operating lease liabilities in our Consolidated Balance Sheets.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As the implicit rate is not readily determinable for most of our leases, we use our incremental borrowing rate when determining the present value of lease payments. The incremental borrowing rate represents an estimate of the interest rate we would incur at lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of the lease. The operating lease ROU asset also includes any payments made at or before commencement and is reduced by any lease incentives. Our lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

Goodwill and Other Indefinite-Lived Intangible Assets — Goodwill represents the cost of acquisitions in excess of the acquired businesses' tangible assets and identifiable intangible assets.

FCC licenses represent the value assigned to the broadcast licenses of acquired broadcast television stations. Broadcast television stations are subject to the jurisdiction of the Federal Communications Commission ("FCC") which prohibits the operation of stations except in accordance with an FCC license. FCC licenses stipulate each station's operating parameters as defined by channels, effective radiated power and antenna height. FCC licenses are granted for a term of up to eight years, and are renewable upon request. We have never had a renewal request denied and all previous renewals have been for the maximum term.

We do not amortize goodwill or our FCC licenses, but we review them for impairment at least annually or any time events occur or conditions change that would indicate it is more likely than not the fair value of a reporting unit is below its carrying value. We perform our annual impairment review during the fourth quarter of each year in conjunction with our annual planning cycle. We also assess, at least annually, whether our FCC licenses, classified as indefinite-lived intangible assets, continue to have indefinite lives.

We review goodwill for impairment based upon our reporting units, which are defined as operating segments or groupings of businesses one level below the operating segment level. Reporting units with similar economic characteristics are aggregated into a single unit when testing goodwill for impairment. Our reporting units are our Local Media group, Katz, Stitcher, Triton and Newsy.

Amortizable Intangible Assets — Television network affiliations represents the value assigned to an acquired broadcast television station's relationship with a national television network. Television stations affiliated with national television networks typically have greater profit margins than independent television stations, primarily due to audience recognition of the television station as a network affiliate. We amortize these network affiliation relationships on a straight-line basis over estimated useful lives of 20 years.

We amortize customer lists and other intangible assets in relation to their expected future cash flows over estimated useful lives of up to 20 years.

Impairment of Long-Lived Assets — We review long-lived assets (primarily property and equipment and amortizable intangible assets) for impairment whenever events or circumstances indicate the carrying amounts of the assets may not be recoverable. Recoverability is determined by comparing the aggregate forecasted undiscounted cash flows derived from the operation of the assets to the carrying amount of the assets. If the aggregate undiscounted cash flow is less than the carrying amount of the assets, then amortizable intangible assets are written down first, followed by other long-lived assets, to fair value. We determine fair value based on discounted cash flows or appraisals. We report long-lived assets to be disposed of at the lower of carrying amount or fair value less costs to sell.

Self-Insured Risks — We are self-insured, up to certain limits, for general and automobile liability, employee health, disability and workers' compensation claims and certain other risks. Estimated liabilities for unpaid claims totaled $9.1 million at December 31, 2019 and $9.8 million at December 31, 2018. We estimate liabilities for unpaid claims using actuarial methodologies and our historical claims experience. While we re-evaluate our assumptions and review our claims experience on an ongoing basis, actual claims paid could vary significantly from estimated claims, which would require adjustments to expense. Based on the terms of the Master Transaction Agreement with Journal Media Group ("Journal"), Scripps remains the primary obligor for newspaper insurance claims incurred prior to April 1, 2015. We recorded the liabilities related to these claims on our Consolidated Balance Sheets with an offsetting receivable of $1.3 million, which will be paid by Journal.

Income Taxes — We recognize deferred income taxes for temporary differences between the tax basis and reported amounts of assets and liabilities that will result in taxable or deductible amounts in future years. We establish a valuation allowance if we believe that it is more likely than not that we will not realize some or all of the deferred tax assets.

We record a liability for unrecognized tax benefits resulting from uncertain tax positions taken or that we expect to take in a tax return. Interest and penalties associated with such tax positions are included in the tax provision. The liability for additional taxes and interest is included in other liabilities in the Consolidated Balance Sheets.

Risk Management Contracts — We do not hold derivative financial instruments for trading or speculative purposes and we do not hold leveraged contracts. From time to time, we may use derivative financial instruments to limit the impact of interest rate fluctuations on our earnings and cash flows.

Stock-Based Compensation — We have a Long-Term Incentive Plan (the "Plan") which is described more fully in Note 18. The Plan provides for the award of incentive and nonqualified stock options, stock appreciation rights, restricted stock units (RSUs) and unrestricted Class A Common shares and performance units to key employees and non-employee directors.

We recognize compensation cost based on the grant-date fair value of the award. We determine the fair value of awards that grant the employee the underlying shares by the fair value of a Class A Common share on the date of the award.

Certain awards of RSUs have performance conditions under which the number of shares granted is determined by the extent to which such performance conditions are met ("Performance Shares"). Compensation costs for such awards are measured by the grant-date fair value of a Class A Common share and the number of shares earned. In periods prior to completion of the performance period, compensation costs are based upon estimates of the number of shares that will be earned.

Compensation costs are recognized on a straight-line basis over the requisite service period of the award. The impact of forfeitures is recognized as they occur. The requisite service period is generally the vesting period stated in the award. Grants to retirement-eligible employees are expensed immediately and grants to employees who will become retirement eligible prior to the end of the stated vesting period are expensed over such shorter period because stock compensation grants vest upon the retirement eligibility of the employee.

Earnings Per Share ("EPS") — Unvested awards of share-based payments with rights to receive dividends or dividend equivalents, such as our RSUs, are considered participating securities for purposes of calculating EPS. Under the two-class method, we allocate a portion of net income to these participating securities and therefore exclude that income from the calculation of EPS for common stock. We do not allocate losses to the participating securities.

The following table presents information about basic and diluted weighted-average shares outstanding:

	For the years ended December 31,		
(in thousands)	2019	2018	2017
Numerator (for basic and diluted earnings per share)			
Income (loss) from continuing operations, net of tax	$ (18,378)	$ 56,077	$ (12,022)
Loss attributable to noncontrolling interest	—	632	1,511
Less income allocated to RSUs	—	(908)	—
Numerator for basic and diluted earnings per share from continuing operations attributable to the shareholders of The E.W. Scripps Company	$ (18,378)	$ 55,801	$ (10,511)
Denominator			
Basic weighted-average shares outstanding	80,826	81,369	82,052
Effect of dilutive securities:			
Stock options and restricted stock units	—	558	—
Diluted weighted-average shares outstanding	80,826	81,927	82,052

For the years ended December 31, 2019 and 2017, we incurred a net loss and the inclusion of RSUs and stock options would have been anti-dilutive. Accordingly, the diluted EPS calculation excludes the effect from 1.4 million and 1.2 million of outstanding RSUs as of December 31, 2019 and 2017, respectively.

2. Recently Adopted and Issued Accounting Standards

Recently Adopted Accounting Standards — In August 2018, the SEC issued a final rule that amended certain of its disclosure requirements that were redundant, duplicative, overlapping, outdated or superseded. In addition, the amendments expanded the disclosure requirements on the analysis of shareholders' equity for interim financial statements. Under the amendments, an analysis of changes in each caption of shareholders' equity presented in the balance sheet must be provided in a note or separate statement. The analysis should present a reconciliation of the beginning balance to the ending balance of each period for which a statement of comprehensive income is required to be filed. This rule was effective for us in 2019.

In February 2016, the Financial Accounting Standards Board ("FASB") issued new guidance on the accounting for leases. Under this guidance, lessees are required to recognize a lease liability and a right-of-use asset for all leases at the commencement date. In July 2018, the FASB approved amendments to create an optional transition method. The amendments provided an option to implement the new leasing standard through a cumulative-effect adjustment to opening retained earnings in the period of adoption without having to restate the comparative periods presented. We adopted the standard on January 1, 2019 using this optional transition method that does not restate the comparative prior periods.

The new guidance provides a number of optional practical expedients in transition. We elected the transition package of three practical expedients permitted within the standard, which eliminates the requirements to reassess prior conclusions about lease identification, lease classification and initial direct costs. We did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease term and impairment of right-of-use assets. We have utilized the practical expedient to not separate lease and non-lease components. Further, we elected a short-term lease exception policy, permitting us to not apply the recognition requirements of this standard to short-term leases (i.e. leases with terms of 12 months or less).

Implementation of the standard resulted in the recognition of $46.6 million of right-of-use assets and $50.3 million of lease liabilities, which included the impact of prepaid and deferred rent and lease incentives, on our consolidated balance sheet. No cumulative-effect adjustment was recognized as the

amount was not material, and adoption of the standard had no impact on our consolidated statements of operations.

Recently Issued Accounting Standards — In March 2019, the FASB issued new guidance to align the accounting for the costs of producing films and episodic television series in response to changes in production and distribution models in the media and entertainment industry. The new guidance amends the capitalization, amortization, impairment, presentation and disclosure requirements for entities that produce and own content, and also aligns the impairment guidance for licensed content to the owned content fair value model. This guidance applies to broadcasters and entities that produce and distribute films and episodic television series through both traditional mediums and digital mediums. It is effective for fiscal years, and interim periods within those years, beginning after December 15, 2019, with early adoption permitted. Upon adoption, all programming assets (licensed and produced by us) will be recorded as non-current assets in our consolidated balance sheet. We do not expect a material impact to our consolidated statement of operations.

In August 2018, the FASB issued new guidance to address a customer's accounting for implementation costs incurred in a cloud computing arrangement ("CCA") that is a service contract. The new guidance aligns the accounting for costs incurred to implement a CCA that is a service arrangement with the guidance on capitalizing costs associated with developing or obtaining internal-use software. The guidance is effective for fiscal years, and interim periods within those years, beginning after December 15, 2019, with early adoption permitted. The adoption of this guidance is not expected to have a material impact on our consolidated financial statements in 2020.

In August 2018, the FASB issued new guidance to add, remove and clarify annual disclosure requirements related to defined benefit pension and other postretirement plans. The guidance is effective for fiscal years ending after December 15, 2020 with early adoption permitted, and it should be applied on a retrospective basis. We believe the main impact of this guidance will be to no longer disclose the amount in accumulated other comprehensive income that is expected to be recognized as part of net periodic benefit cost over the next year. Additionally, we will have to add a narrative description for any significant gains and losses affecting the benefit obligation for the period. We are currently evaluating the impact of this guidance on our disclosures.

In June 2016, the FASB issued new guidance that changes the impairment model for most financial assets and certain other instruments. For trade and other receivables, held-to-maturity debt securities, loans and other instruments, entities will be required to use a new forward-looking “expected loss” model that will replace today’s “incurred loss” model, which generally will result in the earlier recognition of allowances for losses. For available-for-sale debt securities with unrealized losses, entities will measure credit losses in a manner similar to current practice, except that the losses will be recognized as an allowance. The guidance is effective in 2020 with early adoption permitted in 2019. We are currently evaluating the impact of this guidance, specifically as it relates to our allowances for accounts receivable, but do not expect a material impact to our consolidated financial statements and related disclosure on adoption.

3. Acquisitions

Television Stations Acquisitions

On September 19, 2019, we closed on the previously announced acquisition of eight television stations in seven markets from the Nexstar Media Group, Inc. ("Nexstar") transaction with Tribune Media Company ("Tribune"). Cash consideration for the transaction totaled $582 million. Seven of the stations were operated by Tribune, and its subsidiaries, and one was operated by Nexstar. Nexstar was required to divest these stations in order to complete its acquisition of Tribune. The purchase price and other related costs associated with the transaction were financed from a combination of incremental term loan B proceeds and a portion of the $500 million of senior unsecured notes issued on July 26, 2019.

From the acquisition date of September 19, 2019 through December 31, 2019, revenue from the Nexstar-Tribune stations was $79.8 million.

On May 1, 2019, we acquired 15 television stations in 10 markets from Cordillera Communications, LLC ("Cordillera"), for $521 million in cash, plus a working capital adjustment of $23.9 million. We financed the acquisition with a $765 million term loan B, of which $240 million was segregated into a separate account for financing a portion of the Nexstar transaction.

From the acquisition date of May 1, 2019 through December 31, 2019, revenue from the Cordillera stations was $105.2 million.

Effective January 1, 2019, we acquired three television stations owned by Raycom Media ("Raycom") — Waco, Texas ABC affiliate KXXV/KRHD and Tallahassee, Florida ABC affiliate WTXL — for $55 million in cash. These stations were being divested as part of Gray Television's acquisition of Raycom.

From the acquisition date of January 1, 2019 through December 31, 2019, revenue from the Raycom stations was $23.4 million.

The following table summarizes the fair values of the Raycom, Cordillera and Nexstar-Tribune assets acquired and liabilities assumed at the closing dates. The allocation of purchase price for the Cordillera and Nexstar-Tribune acquisitions reflect preliminary fair values.

(in thousands)	Raycom	Cordillera	Nexstar-Tribune	Total
Accounts receivable	$ —	$ 26,264	$ —	$ 26,264
Current portion of programming	—	—	11,997	11,997
Other current assets	—	986	3,541	4,527
Property and equipment	11,721	53,734	61,864	127,319
Operating lease right-of-use assets	296	4,667	82,447	87,410
Programming (less current portion)	—	—	9,830	9,830
Goodwill	18,349	252,920	164,457	435,726
Indefinite-lived intangible assets - FCC licenses	6,800	26,700	176,000	209,500
Amortizable intangible assets:				
Television network affiliation relationships	17,400	169,400	181,000	367,800
Advertiser relationships	700	5,900	7,100	13,700
Other intangible assets	—	13,000	—	13,000
Accounts payable	—	(15)	—	(15)
Accrued expenses	—	(3,983)	(1,820)	(5,803)
Current portion of programming liabilities	—	—	(16,211)	(16,211)
Other current liabilities	—	(280)	(3,035)	(3,315)
Programming liabilities	—	—	(15,079)	(15,079)
Operating lease liabilities	(296)	(4,387)	(79,766)	(84,449)
Net purchase price	$ 54,970	$ 544,906	$ 582,325	$ 1,182,201

Of the value allocated to amortizable intangible assets, television network affiliation relationships have an estimated amortization period of 20 years, advertiser relationships have estimated amortization periods of 5-10 years and the value allocated to a shared services agreement has an estimated amortization period of 20 years.

The goodwill of $436 million arising from the transactions consists largely of synergies, economies of scale and other benefits of a larger broadcast footprint. We allocated the goodwill to our Local Media segment. We treated the transactions as asset acquisitions for income tax purposes resulting in a step-up in the assets acquired. The goodwill is deductible for income tax purposes.

Omny Studio

On June 10, 2019, we completed the acquisition of Omny Studio ("Omny") for a cash purchase price of $8.3 million. Omny is a Melbourne, Australia-based podcasting software-as-a-service company operating as a part of Triton in our National Media segment. Omny is an audio-on-demand platform built specifically for professional audio publishers. The platform enables audio publishers to seamlessly record, edit, distribute, monetize and analyze podcast content; replace static ads with dynamically inserted, highly targeted ads; and automates key aspects of campaign management, such as industry separation, frequency capping and volume normalization.

The preliminary purchase price allocation assigned $5.3 million to goodwill, $3.8 million to a developed technology intangible asset and the remainder was allocated to various working capital and deferred tax liability accounts. The developed technology intangible asset has an estimated amortization period of 10 years. The goodwill arising from the transaction consists largely of the fact that the addition of Omny's podcast and on-demand audio publishing

platform to Triton's portfolio of streaming, advertising and measurement technologies provides audio publishers around the world with a full-stack enterprise solution to increase reach and revenue.

Triton

On November 30, 2018, we acquired Triton Digital Canada, Inc. ("Triton") for total cash consideration of $160 million. Assets acquired in the transaction included approximately $10.5 million of cash. The transaction was funded with cash on hand at time of closing. Triton is a leading global digital audio infrastructure and audience measurement services company. Triton's infrastructure and ad-serving solutions deliver live and on-demand audio streams and insert advertisements into those streams. Triton's data and measurement service is recognized as the currency by which publishers sell digital audio advertising.

The following table summarizes the final fair values of the Triton assets acquired and liabilities assumed at the closing date.

(in thousands)		
Cash	$	10,515
Accounts receivable		8,879
Other current assets		679
Property and equipment		705
Goodwill		80,656
Other intangible assets		75,000
Accounts payable		(1,895)
Accrued expenses		(3,332)
Other current liabilities		(18)
Deferred tax liability		(10,976)
Total purchase price	$	160,213

The acquisition date fair value of goodwill was revised in 2019. Goodwill was decreased by $3.2 million as a result of adjustments to assumed tax liability balances in the opening balance sheet. Adjustment to decrease the fair value of the deferred tax liability by $3.6 million was partially offset by adjustments to various working capital accounts.

Of the $75 million allocated to intangible assets, $39 million was assigned to various developed technologies for audience measurement, content delivery and advertising with lives ranging from 8-12 years, $31 million was assigned to customer relationships with a life of 12 years and $5 million was assigned to trade names with a life of 10 years.

The goodwill of $81 million arises from being able to capitalize on the growth of the streaming audio industry and further improve our position in the global digital audio marketplace. The goodwill is allocated to our National Media segment. The transaction is accounted for as a stock acquisition which applies carryover tax basis to the assets and liabilities acquired. The goodwill is not deductible for income tax purposes.

Katz

On October 2, 2017 we acquired the Katz networks for $292 million, which was net of a 5.33% non-controlling interest we owned prior to the acquisition date. At the time of acquisition, Katz owned and operated four national television networks — Bounce, Grit, Escape and Laff. The acquisition was funded through the issuance of a new term loan B. Katz is included as part of our National Media segment.

The following table summarizes the final fair values of the Katz assets acquired and liabilities assumed at the closing date.

(in thousands)		
Cash	$	21,372
Accounts receivable		44,306
Current portion of programming		36,218
Intangible assets		32,300
Goodwill		203,760
Programming (less current portion)		52,908
Other assets		11,356
Accounts payable and accrued liabilities		(29,339)
Current portion of programming liabilities		(32,877)
Programming liabilities		(37,692)
Net purchase price	$	302,312

The acquisition date fair value of goodwill was revised in 2018. Goodwill was decreased by $5.8 million. Adjustments to increase the fair value of property and equipment by $9.9 million were partially offset by adjustments to decrease the fair value of program assets by $4.1 million. Additionally, these changes to the acquired value of assets in 2018 resulted in an increase to previously reported depreciation expense of $0.3 million and a decrease to previously reported programming costs of $0.3 million.

Of the $32 million allocated to intangible assets, $8 million was assigned to trade names with a life of 10 years and $24 million was assigned to advertiser relationships with a life of 5 years.

The goodwill of $204 million arises from being able to enter into the market for established over-the-air networks. The goodwill was allocated to our National Media segment. We treated the transaction as an asset acquisition for income tax purposes with a step-up in the assets acquired. The goodwill is deductible for income tax purposes.

Prior to the acquisition of Katz, we owned a 5.33% noncontrolling interest of the company. Upon obtaining a controlling interest in Katz in 2017, we recorded a $5.4 million gain from the fair value remeasurement of our 5.33% interest. This gain was included in Miscellaneous, net in our Consolidated Statements of Operations for the year ended December 31, 2017.

Pro forma results of operations

Pro forma results of operations, assuming the Cordillera and Nexstar-Tribune acquisitions had taken place at the beginning of 2018, are presented in the following table. The pro forma results do not include Raycom or Omny Studio, as the impact of these acquisitions, individually or in the aggregate, is not material to prior year results of operations. The pro forma information includes the historical results of operations of Scripps, Cordillera and Nexstar-Tribune, as well as adjustments for additional depreciation and amortization of the assets acquired, additional interest expense related to the financing of the transaction and other transactional adjustments. The pro forma results exclude the $19.9 million of transaction related costs that were expensed in conjunction with the acquisitions and do not include efficiencies, cost reductions or synergies expected to result from the acquisitions. The unaudited pro forma financial information is not necessarily indicative of the results that actually would have occurred had the acquisitions been completed at the beginning of the period.

	For the years ended December 31,	
(in thousands, except per share data) (unaudited)	2019	2018
Operating revenues	$ 1,644,930	$ 1,619,423
Income (loss) from continuing operations attributable to the shareholders of The E.W. Scripps Company	(35,122)	28,614
Income (loss) per share from continuing operations attributable to the shareholders of The E.W. Scripps Company		
Basic	$ (0.43)	$ 0.35
Diluted	(0.43)	0.35

4. Asset Write-Downs and Other Charges and Credits

Income (loss) from continuing operations before income taxes was affected by the following:

2019 — Acquisition and related integration costs of $26.3 million reflect investment banking and legal fees incurred to complete the current year acquisitions, as well as professional service costs incurred to integrate Triton and the Raycom, Cordillera and Nexstar-Tribune television stations.

2018 — Costs associated with our previously announced restructuring totaled $8.9 million.

Acquisition and related integration costs of $4.1 million reflect professional service costs incurred to integrate Triton and the former Raycom stations, as well as costs related to the 2019 Cordillera acquisition.

In the fourth quarter of 2018, we incurred a non-cash impairment charge of $8.9 million related to our original programming show, Pickler & Ben, which was not renewed for a third season.

2017 — In the second quarter, we sold our newspaper syndication business, resulting in a gain of $3.0 million.

Restructuring includes $3.5 million of severance associated with a change in senior management and employees, as well as outside consulting fees associated with changes in our management and operating structure.

Reductions to the earn out provision associated with the acquisition of Midroll Media resulted in increases to other income of $3.2 million.

In the third quarter of 2017, we recorded a $29.4 million non-cash charge to reduce the carrying value of goodwill and $6.3 million to reduce the value of intangible assets related to Cracked. For more information around the impairment of goodwill and intangible assets, see Note 10.

We recognized a $5.4 million gain on our investment in Katz when we completed the acquisition in the fourth quarter.

5. Income Taxes

We file a consolidated federal income tax return, consolidated unitary returns in certain states, other separate state income tax returns for certain of our subsidiary companies, and applicable foreign returns.

The provision for income taxes from continuing operations consisted of the following:

	For the years ended December 31,		
(in thousands)	2019	2018	2017
Current:			
Federal	$ 1,412	$ (719)	$ 215
State and local	946	1,119	(963)
Foreign	(6)	1	—
Total current income tax provision (benefit)	2,352	401	(748)
Deferred:			
Federal	(5,402)	16,513	(16,602)
State and local	378	1,188	(2,704)
Foreign	175	(4)	—
Total deferred income tax provision (benefit)	(4,849)	17,697	(19,306)
Provision (benefit) for income taxes	$ (2,497)	$ 18,098	$ (20,054)

The difference between the statutory rate for federal income tax and the effective income tax rate was as follows:

	For the years ended December 31,		
	2019	2018	2017
Statutory rate	21.0 %	21.0 %	35.0 %
Effect of:			
State and local income taxes, net of federal tax benefit	(6.2)	3.0	2.2
Excess tax benefits from stock-based compensation	2.9	0.9	7.1
Nondeductible expenses	(5.7)	1.5	(4.6)
Reserve for uncertain tax positions	0.7	(0.2)	3.6
U.S. federal statutory rate change	—	—	13.2
Other	(0.7)	(1.8)	6.0
Effective income tax rate	12.0 %	24.4 %	62.5 %

The approximate effect of the temporary differences giving rise to deferred income tax assets (liabilities) were as follows:

(in thousands)	As of December 31, 2019	2018
Temporary differences:		
Property and equipment	$ (33,669)	$ (14,545)
Goodwill and other intangible assets	(102,485)	(81,721)
Investments, primarily gains and losses not yet recognized for tax purposes	3,176	3,067
Accrued expenses not deductible until paid	6,781	8,792
Deferred compensation and retiree benefits not deductible until paid	54,258	56,902
Operating lease right-of-use assets	(33,232)	—
Operating lease liabilities	35,029	—
Interest limitation carryforward	12,527	—
Other temporary differences, net	3,181	3,416
Total temporary differences	(54,434)	(24,089)
Federal and state net operating loss carryforwards	51,308	12,800
Valuation allowance for state deferred tax assets	(4,905)	(5,101)
Net deferred tax asset (liability)	$ (8,031)	$ (16,390)

Total federal operating loss carryforwards were $176 million and state operating loss carryforwards were $353 million at December 31, 2019. Our state tax loss carryforwards expire through 2039. Because we file separate state income tax returns for certain of our subsidiary companies, we are not able to use state tax losses of a subsidiary company to offset state taxable income of another subsidiary company.

Deferred tax assets related to our state jurisdictions totaled $12 million at December 31, 2019. We recognize state net operating loss carryforwards as deferred tax assets, subject to valuation allowances. At each balance sheet date, we estimate the amount of carryforwards that are not expected to be used prior to expiration of the carryforward period. The tax effect of the carryforwards that are not expected to be used prior to their expiration is included in the valuation allowance.

The Company has not provided for income taxes, including withholding tax, U.S. state taxes, or tax on foreign exchange rate changes, associated with the undistributed earnings of our non-U.S. subsidiaries because we plan to indefinitely reinvest the unremitted earnings in these entities.

On December 22, 2017, the U.S. government enacted comprehensive tax legislation referred to as the Tax Cuts and Jobs Act (the “Tax Act”). The Tax Act significantly revised the future ongoing U.S. corporate income tax by, among other things, lowering U.S. corporate income tax rates.

The reduction of the U.S. corporate tax rate caused the Company to adjust its federal deferred tax assets and liabilities to the lower base rate of 21%. The change in the rate resulted in a provisional estimated benefit of $4.2 million for the year ended December 31, 2017. This amount includes the benefit related to the rate change on the deferred tax liabilities included in the radio net assets that are classified as held for sale (see Note 21) as such benefit is required by GAAP to be included in income taxes from continuing operations.

The SEC provided guidance in SAB 118 that would allow for a measurement period of up to one year after the enactment date of the Tax Act to finalize the recording of the related income tax impacts. In accordance with that guidance, the income tax effects recorded in 2017 were provisional, including those related to our revaluation of federal deferred tax assets and liabilities. The accounting for the income tax effects could have been adjusted during 2018 as a result of continuing analysis of the Tax Act, or additional implementation guidance from the Internal Revenue Service (IRS), state tax authorities, the SEC, the FASB, or the Joint Committee on Taxation. We had no material adjustments to our accounting for the Tax Act during 2018.

A reconciliation of the beginning and ending balances of the total amounts of gross unrecognized tax benefits is as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Gross unrecognized tax benefits at beginning of year	$ 1,112	$ 1,088	$ 2,665
Increases in tax positions for prior years	87	130	16
Decreases in tax positions for prior years	(387)	(33)	(390)
Increases in tax positions for current years	—	182	—
Decreases in tax positions for current years	(167)	—	(54)
Decreases from lapse in statute of limitations	(69)	(255)	(1,149)
Gross unrecognized tax benefits at end of year	$ 576	$ 1,112	$ 1,088

The total amount of net unrecognized tax benefits that, if recognized, would affect the effective tax rate was $0.2 million at December 31, 2019. We accrue interest and penalties related to unrecognized tax benefits in our provision for income taxes. At December 31, 2019 and 2018, we had accrued interest related to unrecognized tax benefits of less than $0.1 million.

We file income tax returns in the U.S. and in various state and local jurisdictions. We are routinely examined by tax authorities in these jurisdictions. At December 31, 2019, we are no longer subject to federal income tax examinations for years prior to 2016. For state and local jurisdictions, we are generally no longer subject to income tax examinations for years prior to 2015.

Due to the potential for resolution of federal and state examinations, and the expiration of various statutes of limitation, it is reasonably possible that our gross unrecognized tax benefits balance may change within the next twelve months by as much as $0.1 million.

6. Restricted Cash

At December 31, 2018, our cash and cash equivalents included $5.1 million held in a restricted cash account on deposit with our insurance carrier. This account served as collateral, in place of an irrevocable stand-by letter of credit, to provide financial assurance that we will fulfill our obligations with respect to cash requirements associated with our workers' compensation self-insurance. This cash was to remain on deposit with the carrier until all claims have been paid or we provided a letter of credit in lieu of the cash deposit. At December 31, 2019, no deposits were held in a restricted cash account as we provided a letter of credit in lieu of the cash deposit.

7. Investments

Investments consisted of the following:

(in thousands)	As of December 31, 2019	2018
Investments held at cost	$ 4,405	$ 4,114
Equity method investments	4,148	3,048
Total investments	$ 8,553	$ 7,162

Our investments do not trade in public markets, thus they do not have readily determinable fair values. We estimate the fair values of the investments to approximate their carrying values at December 31, 2019 and 2018.

8. Property and Equipment

Property and equipment consisted of the following:

(in thousands)	As of December 31, 2019	2018
Land and improvements	$ 62,712	$ 47,054
Buildings and improvements	193,788	149,159
Equipment	452,812	346,850
Computer software	20,047	17,492
Total	729,359	560,555
Accumulated depreciation	353,455	322,628
Net property and equipment	$ 375,904	$ 237,927

9. Leases

We have operating leases for office space, data centers and certain equipment. Our leases have remaining lease terms of 1 year to 20 years, some of which may include options to extend the leases for up to 5 years, and some of which may include options to terminate the leases within 1 year. Operating lease costs recognized in our consolidated statements of operations for the year ended December 31, 2019 totaled $17.2 million, including short-term lease costs of $0.3 million.

Other information related to our operating leases was as follows:

(in thousands, except lease term and discount rate)	As of December 31, 2019
Balance Sheet Information	
Right-of-use assets	$ 138,640
Other current liabilities	16,168
Operating lease liabilities	123,739
Weighted Average Remaining Lease Term	
Operating leases	12.09 years
Weighted Average Discount Rate	
Operating leases	5.3%

(in thousands)	As of December 31, 2019
Supplemental Cash Flows Information	
Cash paid for amounts included in the measurement of lease liabilities	$ 16,627
Right-of-use assets obtained in exchange for lease obligations	9,612

Future minimum lease payments under non-cancellable operating leases as of December 31, 2019 were as follows:

(in thousands)	Operating Leases
2020	$ 22,966
2021	13,407
2022	16,601
2023	16,720
2024	15,469
Thereafter	105,608
Total future minimum lease payments	190,771
Less: Imputed interest	(50,864)
Total	$ 139,907

Future minimum lease payments under non-cancellable operating leases as of December 31, 2018[(1)] were as follows:

(in thousands)	Operating Leases
2019	$ 11,197
2020	9,195
2021	6,545
2022	6,352
2023	11,412
Thereafter	15,311
Total future minimum lease payments	$ 60,012

[(1)] Amounts included for comparability and accounted for in accordance with ASC 840, "Leases".

10. Goodwill and Other Intangible Assets

Goodwill by business segment was as follows:

(in thousands)	Local Media	National Media	Total
Gross balance as of December 31, 2016	$ 708,133	$ 105,561	$ 813,694
Accumulated impairment losses	(216,914)	(21,000)	(237,914)
Net balance as of December 31, 2016	491,219	84,561	575,780
Cracked impairment charge	—	(29,403)	(29,403)
Katz acquisition	—	209,572	209,572
Balance as of December 31, 2017	$ 491,219	$ 264,730	$ 755,949
Gross balance as of December 31, 2017	$ 708,133	$ 315,133	$ 1,023,266
Accumulated impairment losses	(216,914)	(50,403)	(267,317)
Net balance as of December 31, 2017	491,219	264,730	755,949
Katz acquisition adjustments	—	(5,812)	(5,812)
Triton acquisition	—	83,876	83,876
Balance as of December 31, 2018	$ 491,219	$ 342,794	$ 834,013
Gross balance as of December 31, 2018	$ 708,133	$ 393,197	$ 1,101,330
Accumulated impairment losses	(216,914)	(50,403)	(267,317)
Net balance as of December 31, 2018	491,219	342,794	834,013
Television stations acquisitions	435,726	—	435,726
Omny acquisition	—	5,336	5,336
Triton acquisition adjustment	—	(3,220)	(3,220)
Balance as of December 31, 2019	$ 926,945	$ 344,910	$ 1,271,855
Gross balance as of December 31, 2019	$ 1,143,859	$ 395,313	$ 1,539,172
Accumulated impairment losses	(216,914)	(50,403)	(267,317)
Net balance as of December 31, 2019	$ 926,945	$ 344,910	$ 1,271,855

Other intangible assets consisted of the following:

	As of December 31,	
(in thousands)	2019	2018
Amortizable intangible assets:		
Carrying amount:		
Television network affiliation relationships	$ 616,244	$ 248,444
Customer lists and advertiser relationships	111,700	100,500
Other	109,156	88,393
Total carrying amount	837,100	437,337
Accumulated amortization:		
Television network affiliation relationships	(82,917)	(62,020)
Customer lists and advertiser relationships	(48,586)	(36,380)
Other	(29,721)	(17,199)
Total accumulated amortization	(161,224)	(115,599)
Net amortizable intangible assets	675,876	321,738
Indefinite-lived intangible assets — FCC licenses	385,915	157,215
Total other intangible assets	$ 1,061,791	$ 478,953

On April 4, 2019, we acquired assets from an independent station in Stuart, Florida, for $23.6 million in cash. The value attributed to the acquired FCC license totaled $19.2 million and $4.1 million of value was attributed to other intangible assets.

In 2018, we recognized other intangible assets of $5.8 million related to the acquisition of cable and satellite carriage rights for the launch of our Newsy cable network. These rights are amortized over the life of the respective carriage agreement.

Estimated amortization expense of intangible assets for each of the next five years is $57.9 million in 2020, $54.9 million in 2021, $49.8 million in 2022, $44.7 million in 2023, $42.9 million in 2024 and $425.7 million in later years.

Goodwill and indefinite-lived intangible assets are tested for impairment annually and any time events occur or conditions change that would indicate it is more likely than not the fair value of a reporting unit is below its carrying value. Such indicators of impairment include, but are not limited to, changes in business climate or other factors resulting in low cash flow related to such assets. If the fair value is less than the carrying value of the reporting unit then an impairment of goodwill exists and an impairment charge is recorded for the difference between the carrying value of the reporting unit and its estimated fair value, not to exceed the carrying value of the goodwill.

The slower development of our original operating model created indications of impairment of goodwill as of September 30, 2017 for Cracked.

Under the process required by GAAP, we estimated the fair value of Cracked. The fair value was determined using a combination of discounted cash flow approach, which estimated fair value based upon future revenues, expenses and cash flows discounted to their present value, and a market approach, which estimated fair value using market multiples of various financial measures compared to a set of comparable public companies. The discounted cash flow approach utilized unobservable factors, such as projected revenues and expenses and a discount rate applied to the estimated cash flows. The determination of the discount rate was based on a cost of capital model, using a risk-free rate, adjusted by a stock-beta adjusted risk premium and a size premium. The inputs to the nonrecurring fair value determination of our reporting units are classified as Level 3 fair value measurements under GAAP.

The valuation methodology and underlying financial information used to determine fair value requires significant judgments to be made by management. These judgments include, but are not limited to, long-term projections of future financial performance and the selection of appropriate discount rates used to determine the present value of future cash flows. Changes in such estimates or the application of alternative assumptions could produce significantly different results.

We concluded that the fair value of Cracked did not exceed its carrying value as of September 30, 2017. Based upon our valuations, we recorded a $29.4 million non-cash impairment charge in 2017 to reduce the carrying value of goodwill and $6.3 million to reduce the value of intangible assets.

11. Long-Term Debt

Long-term debt consisted of the following:

(in thousands)	As of December 31, 2019	2018
Revolving credit facility	$ —	$ —
Senior unsecured notes, due in 2025	400,000	400,000
Senior unsecured notes, due in 2027	500,000	—
Term loan, due in 2024	293,250	296,250
Term loan, due in 2026	759,272	—
Total outstanding principal	1,952,522	696,250
Less: Debt issuance costs and issuance discounts	(37,492)	(7,486)
Less: Current portion	(10,612)	(3,000)
Net carrying value of long-term debt	1,904,418	685,764
Fair value of long-term debt *	$ 1,991,164	$ 662,844

* Fair values of the 2025 and 2027 Senior Notes are estimated based on quoted private market transactions and are classified as Level 1 in the fair value hierarchy. The fair values of the term loans are based on observable estimates provided by third party financial professionals, and as such, are classified within Level 2 of the fair value hierarchy.

2025 Senior Unsecured Notes

On April 28, 2017, we issued $400 million of senior unsecured notes (the "2025 Senior Notes"), which bear interest at a rate of 5.125% per annum and mature on May 15, 2025. The proceeds of the 2025 Senior Notes were used to repay an old term loan, for the payment of the related issuance costs and for general corporate purposes. The 2025 Senior Notes were priced at 100% of par value and interest is payable semi-annually on May 15 and November 15. Prior to May 15, 2020, we may redeem the 2025 Senior Notes, in whole or in part, at any time, or from time to time, at a price equal to 100% of the principal amount of the 2025 Senior Notes, plus accrued and unpaid interest, if any, to the date of redemption, plus a “make-whole” premium, as set forth in the 2025 Senior Notes indenture. In addition, on or prior to May 15, 2020, we may redeem up to 40% of the Senior Notes, using proceeds of equity offerings. If we sell certain of our assets or have a change of control, the holders of the 2025 Senior Notes may require us to repurchase some or all of the notes. The 2025 Senior Notes are also guaranteed by us and the majority our subsidiaries. The 2025 Senior Notes contain covenants with which we must comply that are typical for borrowing transactions of this nature.

We incurred approximately $7.0 million of deferred financing costs in connection with the issuance of the 2025 Senior Notes, which are being amortized over the life of the notes. Additionally, in the second quarter of 2017, we wrote off $2.4 million of deferred financing costs associated with an old term loan.

2027 Senior Unsecured Notes

On July 26, 2019, our wholly-owned subsidiary, Scripps Escrow, Inc. ("Scripps Escrow"), issued $500 million of senior unsecured notes, which bear interest at a rate of 5.875% per annum and mature on July 15, 2027 ("the 2027 Senior Notes"). The 2027 Senior Notes were released from Escrow on September 19, 2019 upon closing the acquisition of eight television stations from Nexstar. A portion of the proceeds from these 2027 Senior Notes and the incremental term loan B proceeds were used to finance these stations acquired from Nexstar. The 2027 Senior Notes were priced at 100% of par value and interest is payable semi-annually on July 15 and January 15, commencing on January 15, 2020. Prior to July 15, 2022, we may redeem up to 40% of the aggregate principal amount of the 2027 Senior Notes at a redemption price of 105.875% of the principal amount plus accrued and unpaid interest, if any, to the date of redemption. We may also redeem some or all of the notes before 2022 at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date. If we sell certain of our assets or have a change of control, the holders of the 2027 Senior Notes may require us to repurchase some or all of the notes. The 2027 Senior Notes are fully and unconditionally guaranteed on a senior unsecured basis by certain of our existing and future domestic restricted subsidiaries. The 2027 Senior Notes contain covenants with which we must comply that are typical for borrowing transactions of this nature. There are no registration rights associated with the 2027 Senior Notes.

We incurred approximately $10.7 million of deferred financing costs in connection with the issuance of the 2027 Senior Notes, which are being amortized over the life of the notes.

Scripps Senior Secured Credit Agreement

On October 2, 2017, we issued a $300 million term loan B which matures in October 2024 ("2024 term loan"). We amended this term loan on April 4, 2018, reducing the interest rate by 25 basis points. Following the amendment, interest is payable on the 2024 term loan at a rate based on LIBOR, plus a fixed margin of 2.00%. Interest will reduce to a rate of LIBOR plus a fixed margin of 1.75% if the Company's total net leverage, as defined by the amended agreement, is below 2.75. The 2024 term loan requires annual principal payments of $3 million.

As of December 31, 2019 and 2018, the interest rate on the 2024 term loan was 3.80% and 4.34%, respectively. The weighted-average interest rate was 3.88% and 4.30% in 2019 and 2018, respectively.

On May 1, 2019, we entered into a Fourth Amendment to the Third Amended and Restated Credit Agreement ("Fourth Amendment"). Under the Fourth Amendment, we issued a $765 million term loan B ("2026 term loan") that matures in May 2026 with interest payable at rates based on LIBOR, plus a fixed margin of 2.75%. We amended this term loan on December 18, 2019, reducing the interest rate by 25 basis points. Following the amendment, interest is payable on the 2026 term loan at a rate based on LIBOR, plus a fixed margin of 2.50%. The 2026 term loan requires annual principal payments of $7.6 million. Deferred financing costs and original issuance discount totaled approximately $23.0 million with this term loan, which are being amortized over the life of the loan.

Of the $765 million raised under the 2026 term loan, $525 million of the proceeds were used to fund the Cordillera acquisition and pay related fees and expenses, which closed on May 1, 2019. The remaining proceeds financed a portion of the acquisition of eight broadcast television stations from the Nexstar transaction with Tribune Media Company, which closed on September 19, 2019.

As of December 31, 2019, the interest rate on the 2026 term loan was 4.30%. The weighted-average interest rate on the 2026 term loan was 4.56% for the months it was outstanding during 2019.

Our credit agreement also includes a provision that in certain circumstances we must use a portion of excess cash flow to repay debt. As of December 31, 2019, we were not required to make any additional principal payments pursuant to this provision.

We have a $210 million revolving credit facility ("Revolving Credit Facility") that expires in April 2022. Interest is payable on the Revolving Credit Facility at rates based on LIBOR, plus a margin, based on our leverage ratio, ranging from 1.75% to 2.50%. The weighted-average interest rate over the period we had a drawn revolver balance in 2019 was 4.18%. As of December 31, 2019, there were no borrowings under the revolving credit agreement.

The Revolving Credit Facility includes the maintenance of a net leverage ratio when we have outstanding borrowings on the facility, as well as other restrictions on payments (dividends and share repurchases). Additionally, we can make acquisitions as long as the pro forma net leverage ratio is less than 5.5 to 1.0.

Commitment fees of 0.30% to 0.50% per annum, based on our leverage ratio, of the total unused commitment are payable under the Revolving Credit Facility.

As of December 31, 2019 and 2018, we had outstanding letters of credit totaling $6.0 million and $0.1 million, respectively, under the Revolving Credit Facility.

Our credit agreement grants the lenders pledges of our equity interests in our subsidiaries and security interests in substantially all other personal property including cash, accounts receivables and equipment.

12. Fair Value Measurement

We measure certain financial assets and liabilities at fair value on a recurring basis, such as cash equivalents. The fair values of these financial assets were determined based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value. These levels of input are as follows:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Inputs, other than quoted market prices in active markets, that are observable either directly or indirectly.
- Level 3 — Unobservable inputs based on our own assumptions.

The following tables set forth our assets that are measured at fair value on a recurring basis at December 31, 2019 and 2018:

	December 31, 2019			
(in thousands)	Total	Level 1	Level 2	Level 3
Cash equivalents	$ 8,948	$ 8,948	$ —	$ —

	December 31, 2018			
(in thousands)	Total	Level 1	Level 2	Level 3
Cash equivalents	$ 1,007	$ 1,007	$ —	$ —

13. Other Liabilities

Other liabilities consisted of the following:

	As of December 31,	
(in thousands)	2019	2018
Employee compensation and benefits	$ 21,403	$ 19,775
Deferred FCC repack income	36,770	20,620
Programming liability	57,291	43,825
Liability for pension benefits	190,219	198,444
Liabilities for uncertain tax positions	637	811
Other	9,628	11,067
Other liabilities (less current portion)	$ 315,948	$ 294,542

14. Supplemental Cash Flow Information

The following table presents additional information about the change in certain working capital accounts:

(in thousands)	For the years ended December 31, 2019	2018	2017
Accounts receivable	$ (104,956)	$ (22,130)	$ (22,522)
Other current assets	(11,352)	(6,207)	(6,150)
Accounts payable	1,572	965	(7,259)
Accrued employee compensation and benefits	514	9,218	3,175
Accrued interest	12,726	6	465
Other accrued liabilities	3,853	(1,531)	12,180
Unearned revenue	219	2,915	943
Other, net	(20,022)	605	(3,022)
Total	$ (117,446)	$ (16,159)	$ (22,190)

15. Employee Benefit Plans

We sponsor a noncontributory defined benefit pension plan and non-qualified Supplemental Executive Retirement Plans ("SERPs"). Both the defined benefit plan and the SERPs have frozen the accrual of future benefits.

We sponsor a defined contribution plan covering substantially all non-union and certain union employees. We match a portion of employees' voluntary contributions to this plan.

Other union-represented employees are covered by defined benefit pension plans jointly sponsored by us and the union, or by union-sponsored multi-employer plans.

We use a December 31 measurement date for our retirement plans. Retirement plans expense is based on valuations as of the beginning of each year.

The components of the expense consisted of the following:

(in thousands)	For the years ended December 31, 2019	2018	2017
Interest cost	$ 23,287	$ 23,836	$ 25,966
Expected return on plan assets, net of expenses	(19,974)	(22,232)	(17,439)
Amortization of actuarial loss and prior service cost	2,622	3,527	4,424
Settlement losses	—	11,713	—
Total for defined benefit plans	5,935	16,844	12,951
Multi-employer plans	132	190	253
SERPs	1,018	2,908	1,161
Defined contribution plan	10,494	8,619	9,183
Net periodic benefit cost	17,579	28,561	23,548
Allocated to discontinued operations	—	(543)	(687)
Net periodic benefit cost - continuing operations	$ 17,579	$ 28,018	$ 22,861

In 2018, we recognized a $1.8 million non-cash settlement charge related to lump-sum distributions from our SERP. Settlement charges are recorded when total lump-sum distributions for a plan's year exceed the total projected service cost and interest cost for that plan year.

In November of 2018, we merged $306 million of pension assets and $419 million of pension obligations from our Scripps Pension Plan ("SPP") into the Journal Communications, Inc. Plan ("JCI Plan") that we also sponsor. The SPP retained pension assets and pension obligations totaling $9 million. Following the merger, we terminated the SPP and purchased a single premium group annuity contract from an insurance company in the amount of $53.5 million for the terminating SPP participants and certain participants in the newly merged JCI Plan. Upon issuance of the group annuity contract, the insurance company assumed all investment risk associated with the assets that were delivered as the annuity contract premium and assumed the obligation to make future annuity payments to approximately 600 remaining retirees receiving pension benefits in the SPP and approximately 1,500 remaining retirees receiving pension benefits in the newly merged JCI Plan. There was no change to the pension benefits for any plan participants as a result of these transactions and the purchase of the group annuity contract was funded directly by assets of the SPP and JCI Plan. In the fourth quarter of 2018, we recognized a one-time non-cash settlement charge of $11.7 million in connection with these transactions.

Other changes in plan assets and benefit obligations recognized in other comprehensive income (loss) were as follows:

	For the years ended December 31,		
(in thousands)	2019	2018	2017
Actuarial gain/(loss)	$ (5,478)	$ (7,765)	$ 12,205
Prior service cost	—	(424)	—
Amortization of actuarial loss and prior service cost	2,622	3,527	4,424
Reclassification of actuarial loss related to settlement	—	11,713	—
Total	$ (2,856)	$ 7,051	$ 16,629

In addition to the amounts summarized above, amortization of actuarial losses related to our SERPs recognized through other comprehensive income was $0.2 million in 2019, $0.3 million in 2018 and $0.2 million in 2017, and settlement losses in 2018 totaled $1.8 million. We recognized actuarial losses for our SERPs of $1.9 million and $2.5 million in 2019 and 2017, respectively, and a gain of $1.0 million in 2018.

Assumptions used in determining the annual retirement plans expense were as follows:

	2019	2018 [1]	2017 [2]
Discount rate	4.38%	3.71%-4.58%	4.26%
Long-term rate of return on plan assets	5.50%	5.10%	4.20%-4.30%

[1] Range presented for 2018 discount rate represents the rates used for various remeasurement periods during the year as well as differing rates used for Scripps Pension Plan and Journal Communications, Inc. Plan.

[2] Range presented for long-term rate of return on plan assets for 2017 represents the rates used for Scripps Pension Plan and Journal Communications, Inc. Plan.

The discount rate used to determine our future pension obligations is based on a dedicated bond portfolio approach that includes securities rated Aa or better with maturities matching our expected benefit payments from the plans.

The expected long-term rate of return on plan assets is based upon the weighted-average expected rate of return and capital market forecasts for each asset class employed.

Changes in other key actuarial assumptions affect the determination of the benefit obligations as of the measurement date and the calculation of net periodic benefit costs in subsequent periods.

Obligations and Funded Status — The defined benefit pension plan obligations and funded status are actuarially valued as of the end of each year. The following table presents information about our employee benefit plan assets and obligations:

	Defined Benefit Plans		SERPs	
	For the years ended December 31,			
(in thousands)	2019	2018	2019	2018
Change in projected benefit obligation:				
Projected benefit obligation at beginning of year	$ 544,581	$ 654,536	$ 16,985	$ 23,691
Interest cost	23,287	23,836	718	746
Benefits paid	(35,186)	(33,872)	(1,019)	(1,021)
Actuarial (gains)/losses	60,909	(46,800)	1,857	(1,034)
Plan Amendments	—	424	—	—
Settlements	—	(53,543)	—	(5,397)
Projected benefit obligation at end of year	593,591	544,581	18,541	16,985
Plan assets:				
Fair value at beginning of year	361,891	464,441	—	—
Actual return on plan assets	75,405	(32,334)	—	—
Company contributions	18,589	17,199	1,019	6,418
Benefits paid	(35,186)	(33,872)	(1,019)	(1,021)
Settlements	—	(53,543)	—	(5,397)
Fair value at end of year	420,699	361,891	—	—
Funded status	$ (172,892)	$ (182,690)	$ (18,541)	$ (16,985)
Amounts recognized in Consolidated Balance Sheets:				
Current liabilities	$ —	$ —	$ (1,214)	$ (1,231)
Noncurrent liabilities	(172,892)	(182,690)	(17,327)	(15,754)
Total	$ (172,892)	$ (182,690)	$ (18,541)	$ (16,985)
Amounts recognized in accumulated other comprehensive loss consist of:				
Net actuarial loss	$ 123,065	$ 120,191	$ 7,240	$ 5,571
Prior service cost	406	424	—	—

In 2020, we expect to recognize amortization of accumulated other comprehensive loss into net periodic benefit costs of $4.8 million (including $0.3 million for our SERPs).

Information for pension plans with an accumulated benefit obligation and projected benefit obligation in excess of plan assets was as follows:

	Defined Benefit Plans		SERPs	
	As of December 31,			
(in thousands)	2019	2018	2019	2018
Accumulated benefit obligation	$ 593,591	$ 544,581	$ 18,541	$ 16,985
Projected benefit obligation	593,591	544,581	18,541	16,985
Fair value of plan assets	420,699	361,891	—	—

Assumptions used to determine the defined benefit pension plans benefit obligations were as follows:

	2019	2018	2017
Weighted average discount rate	3.40%	4.38%	3.70%

In 2020, we expect to contribute $1.2 million to fund our SERPs and $31.8 million to fund our qualified defined benefit pension plan.

Estimated future benefit payments expected to be paid from the plans for the next ten years are $31.4 million in 2020, $31.9 million in 2021, $32.4 million in 2022, $33.0 million in 2023, $33.8 million in 2024 and a total of $175.0 million for the five years ending 2029.

Plan Assets and Investment Strategy

Our long-term investment strategy for pension assets is to earn a rate of return over time that minimizes future contributions to the plan while reducing the volatility of pension assets relative to pension liabilities. The strategy reflects the fact that we have frozen the accrual of service credits under our plans which cover the majority of employees. We evaluate our asset allocation target ranges for equity, fixed income and other investments annually. We monitor actual asset allocations quarterly and adjust as necessary. We control risk through diversification among multiple asset classes, managers and styles. Risk is further monitored at the manager and asset class level by evaluating performance against appropriate benchmarks.

Information related to our pension plan asset allocations by asset category were as follows:

	Target allocation	Percentage of plan assets as of December 31,	
	2020	2019	2018
US equity securities	20%	17%	19%
Non-US equity securities	30%	39%	28%
Fixed-income securities	45%	43%	46%
Other	5%	1%	7%
Total	100%	100%	100%

U.S. equity securities include common stocks of large, medium and small capitalization companies, which are predominantly U.S. based. Non-U.S. equity securities include companies domiciled outside of the U.S. and American depository receipts. Fixed-income securities include securities issued or guaranteed by the U.S. government, mortgage backed securities and corporate debt obligations. Other investments include real estate funds and cash equivalents.

Under our asset allocation strategy, approximately 45% of plan assets are invested in a portfolio of fixed income securities with a duration approximately that of the projected payment of benefit obligations. The remaining 55% of plan assets are invested in equity securities and other return-seeking assets. The expected long-term rate of return on plan assets is based primarily upon the target asset allocation for plan assets and capital markets forecasts for each asset class employed.

The following table presents our plan assets as of December 31, 2019 and 2018:

	As of December 31,	
(in thousands)	2019	2018
Equity securities		
Common/collective trust funds	$ 237,015	$ 168,547
Fixed income		
Common/collective trust funds	181,176	166,079
Real estate fund	—	24,798
Cash equivalents	2,508	2,467
Fair value of plan assets	$ 420,699	$ 361,891

Our investments are valued using net asset value as a practical expedient as allowed under U.S. GAAP and therefore are not valued using the fair value hierarchy.

Equity securities-common/collective trust funds and fixed income-common/collective trust funds are comprised of shares or units in commingled funds that are not publicly traded. The underlying assets in these funds (equity securities and fixed income securities) are publicly traded on exchanges and price quotes for the assets held by these funds are readily available. Common/collective trust funds are typically valued at their net asset values that are calculated by the investment manager or

sponsor of the fund and have daily or monthly liquidity.

Real estate fund pertained to an investment in a real estate fund which invested in limited partnerships, limited liability corporations, real estate investment trusts, other funds and insurance company group annuity contracts. The valuations for these holdings were based on property appraisals using cash flow analysis and market transactions. The fund provided for quarterly redemptions with 110 days written notice.

16. Segment Information

We determine our business segments based upon our management and internal reporting structure, as well as the basis that our chief operating decision maker makes resource allocation decisions. We report our financial performance based on the following segments: Local Media, National Media, Other.

Our Local Media segment includes our 60 local broadcast stations and their related digital operations. It is comprised of 18 ABC affiliates, 11 NBC affiliates, nine CBS affiliates and four FOX affiliates. We also have 13 CW affiliates - five on full power stations and eight on multicast; two MyNetwork TV affiliates; two independent stations and nine additional low power stations. Our Local Media segment earns revenue primarily from the sale of advertising to local, national and political advertisers and retransmission fees received from cable operators, telecommunication companies and satellite carriers. We also receive retransmission fees from over-the-top virtual MVPDs such as Hulu, YouTubeTV and AT&T Now.

Our National Media segment includes our collection of national brands. Our national media brands include Katz, Stitcher and its advertising network Midroll Media (Midroll), Newsy, Triton and other national brands. These operations earn revenue primarily through the sale of advertising.

We allocate a portion of certain corporate costs and expenses, including information technology, certain employee benefits and shared services, to our business segments. The allocations are generally amounts agreed upon by management, which may differ from an arms-length amount.

Our chief operating decision maker evaluates the operating performance of our business segments and makes decisions about the allocation of resources to our business segments using a measure called segment profit. Segment profit excludes interest, defined benefit pension plan expense, income taxes, depreciation and amortization, impairment charges, divested operating units, restructuring activities, investment results and certain other items that are included in net income (loss) determined in accordance with accounting principles generally accepted in the United States of America.

Information regarding our business segments is as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Segment operating revenues:			
Local Media	$ 1,022,805	$ 917,480	$ 778,376
National Media	396,111	286,170	93,141
Other	4,920	4,775	5,455
Total operating revenues	$ 1,423,836	$ 1,208,425	$ 876,972
Segment profit (loss):			
Local Media	$ 217,885	$ 251,119	$ 156,890
National Media	23,986	13,920	(9,260)
Other	(3,957)	(3,680)	(2,361)
Shared services and corporate	(57,409)	(53,123)	(50,506)
Acquisition and related integration costs	(26,304)	(4,124)	—
Restructuring costs	(3,370)	(8,911)	(4,422)
Depreciation and amortization of intangible assets	(86,986)	(63,987)	(56,343)
Impairment of goodwill and intangible assets	—	—	(35,732)
Gains (losses), net on disposal of property and equipment	1,692	(1,255)	(169)
Interest expense	(80,596)	(36,184)	(26,697)
Defined benefit pension plan expense	(6,953)	(19,752)	(14,112)
Miscellaneous, net	1,137	152	10,636
Income (loss) from continuing operations before income taxes	$ (20,875)	$ 74,175	$ (32,076)
Depreciation:			
Local Media	$ 34,086	$ 30,467	$ 31,870
National Media	5,013	2,592	88
Other	148	150	208
Shared services and corporate	1,462	1,432	1,883
Total depreciation	$ 40,709	$ 34,641	$ 34,049
Amortization of intangible assets:			
Local Media	$ 26,283	$ 14,821	$ 15,084
National Media	18,641	13,172	5,856
Shared services and corporate	1,353	1,353	1,354
Total amortization of intangible assets	$ 46,277	$ 29,346	$ 22,294

A disaggregation of the principal activities from which we generate revenue is as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Operating revenues:			
Core advertising	$ 879,629	$ 696,449	$ 555,228
Political	23,263	139,600	8,651
Retransmission and carriage	390,043	304,402	259,712
Other	130,901	67,974	53,381
Total operating revenues	$ 1,423,836	$ 1,208,425	$ 876,972

The following table presents additions to property and equipment by segment:

(in thousands)	For the years ended December 31, 2019	2018	2017
Additions to property and equipment:			
Local Media	$ 46,855	$ 37,773	$ 16,946
National Media	12,071	15,164	792
Other	529	—	—
Shared services and corporate	1,878	723	367
Total additions to property and equipment	$ 61,333	$ 53,660	$ 18,105

Total assets by segment for the years ended December 31 were as follows:

(in thousands)	As of December 31, 2019	2018	2017
Assets:			
Local Media	$ 2,694,667	$ 1,261,526	$ 1,273,735
National Media	782,030	737,987	528,479
Other	3,503	865	2,128
Shared services and corporate	81,153	129,683	189,202
Total assets of continuing operations	3,561,353	2,130,061	1,993,544
Discontinued operations	—	—	136,004
Total assets	$ 3,561,353	$ 2,130,061	$ 2,129,548

17. Commitments and Contingencies

In the ordinary course of business, we enter into contractual commitments for network affiliation agreements, the acquisition of programming and for other purchase and service agreements. Minimum payments on such contractual commitments at December 31, 2019 were: $621.9 million in 2020, $563.6 million in 2021, $281.3 million in 2022, $55.2 million in 2023, $33.4 million in 2024, and $0.2 million in later years. We expect these contracts will be replaced with similar contracts upon their expiration.

We are involved in litigation arising in the ordinary course of business, such as defamation actions and governmental proceedings primarily relating to renewal of broadcast licenses, none of which is expected to result in material loss.

18. Capital Stock and Share-Based Compensation Plans

Capital Stock — We have two classes of common shares, Common Voting shares and Class A Common shares. The Class A Common shares are only entitled to vote on the election of the greater of three or one-third of the directors and other matters as required by Ohio law.

Share Repurchase Plan — Shares may be repurchased from time to time at management's discretion. In November 2016, our Board of Directors authorized a share repurchase program of up to $100 million of our Class A Common shares. This authorization expires on March 1, 2020. Shares can be repurchased under the authorization via open market purchases or privately negotiated transactions, including accelerated stock repurchase transactions, block trades, or pursuant to trades intending to comply with Rule 10b5-1 of the Securities Exchange Act of 1934.

As part of the share repurchase plan, the Company entered into an Accelerated Share Repurchase ("ASR") agreement with JP Morgan to repurchase $25 million of the Company's common stock. Under the ASR agreement, the Company paid $25 million to JP Morgan and received an initial delivery of 1.3 million shares in the third quarter of 2018, which represented 80% of the total shares the Company expected to receive based on the market price at the time of the initial delivery. The transaction was accounted for as an equity transaction. The par value of shares received was recorded as a reduction to common stock with the remainder recorded as a reduction to additional paid-in capital or retained earnings. Upon initial receipt of the shares, there was an immediate reduction in the weighted average common shares calculation for basic and diluted earnings per share. Upon

final settlement of the ASR agreement in February 2019, the Company received additional deliveries totaling 147,164 shares of its common stock based on a weighted average cost per share of $16.70 over the term of the ASR agreement.

As of December 31, 2019, we repurchased $0.6 million of shares at prices ranging from $15.54 to $18.72 per share. Excluding the shares repurchased under the ASR, during 2018 we repurchased $7.3 million of shares at prices ranging from $13.29 to $17.86 per share. As of December 31, 2019, $49.7 million was outstanding under this authorization.

In February 2020, our Board of Directors authorized a new share repurchase program of up to $100 million of our Class A Common shares through March 1, 2022.

Incentive Plans — The Company has a long-term incentive plan (the "Plan") that permits the granting of incentive and nonqualified stock options, stock appreciation rights, restricted stock units (RSUs), restricted and unrestricted Class A Common shares and performance units to key employees and non-employee directors.

We satisfy stock option exercises and vested stock awards with newly issued shares. As of December 31, 2019, approximately 5.1 million shares were available for future stock compensation awards.

Stock Options — Stock options grant the recipient the right to purchase Class A Common shares at not less than 100% of the fair market value on the date the option is granted. We have not issued any new stock options since 2008.

The following table summarizes our stock option activity:

	Number of Shares	Weighted-Average Exercise Price	Range of Exercise Prices
Outstanding at December 31, 2016	486,914	$ 6.81	$ 6-9
Exercised	(235,407)	6.20	6-8
Outstanding at December 31, 2017	251,507	7.38	6-9
Exercised	(251,507)	7.38	6-9
Outstanding at December 31, 2018	—		

The following table summarizes additional information about exercises of stock options:

	For the years ended December 31,		
(in thousands)	2019	2018	2017
Cash received upon exercise	$ —	$ 1,857	$ 1,461
Intrinsic value (market value on date of exercise less exercise price)	—	1,266	3,919
Tax benefits realized	—	315	1,497

Restricted Stock Units — Awards of restricted stock units (RSUs) generally require no payment by the employee. RSUs are converted into an equal number of Class A Common shares when vested. These awards generally vest over a three or four year period, conditioned upon the individual's continued employment through that period. Awards vest immediately upon the retirement, death or disability of the employee or upon a change in control of Scripps or in the business in which the individual is employed. Unvested awards may be forfeited if employment is terminated for other reasons. Awards are nontransferable during the vesting period, but the awards are entitled to all the rights of an outstanding share, including receiving stock dividend equivalents. There are no post-vesting restrictions on awards granted to employees and non-employee directors.

Long-term incentive compensation includes performance share awards. Performance share awards represent the right to receive an award of RSUs if certain performance measures are met. Each award specifies a target number of shares to be issued and the specific performance criteria that must be met. The number of shares that an employee receives may be less or more than the target number of shares depending on the extent to which the specified performance measures are met or exceeded.

The following table summarizes our RSU activity:

	Number of Shares	Fair Value Weighted Average	Fair Value Range of Prices
Unvested at December 31, 2016	1,425,177	$ 17.05	$ 12-24
Awarded	653,522	22.51	17-24
Vested	(581,920)	20.78	14-24
Forfeited	(308,856)	17.20	14-24
Unvested at December 31, 2017	1,187,923	19.99	14-24
Awarded	816,771	13.28	11-17
Vested	(771,904)	14.16	11-18
Forfeited	(57,348)	16.68	13-23
Unvested at December 31, 2018	1,175,442	15.86	11-24
Awarded	758,557	22.12	13-23
Vested	(536,064)	21.67	12-23
Forfeited	(39,497)	17.89	13-24
Unvested at December 31, 2019	1,358,438	18.68	11-24

The following table summarizes additional information about RSU vesting:

(in thousands)	For the years ended December 31, 2019	2018	2017
Fair value of RSUs vested	$ 11,618	$ 10,930	$ 12,090
Tax benefits realized on vesting	2,969	1,758	4,630

Share-based Compensation Costs

Share-based compensation costs were as follows:

(in thousands)	For the years ended December 31, 2019	2018	2017
Total share-based compensation	$ 13,308	$ 11,008	$ 12,960
Included in discontinued operations	—	(227)	(465)
Included in continuing operations	$ 13,308	$ 10,781	$ 12,495
Share-based compensation, net of tax	$ 9,907	$ 8,100	$ 7,717

As of December 31, 2019, $13.4 million of total unrecognized compensation costs related to RSUs and performance shares is expected to be recognized over a weighted-average period of 1.5 years.

19. Accumulated Other Comprehensive Income (Loss)

Changes in the accumulated other comprehensive income (loss) ("AOCI") balance by component consisted of the following for the respective years:

(in thousands)	Defined Benefit Pension Items	Other	Total
As of December 31, 2017	$ (102,955)	$ 33	$ (102,922)
Other comprehensive income (loss) before reclassifications, net of tax of $(1,803) and ($22)	(5,351)	(65)	(5,416)
Amounts reclassified from AOCI, net of tax of $4,360	12,941	—	12,941
Net current-period other comprehensive income (loss)	7,590	(65)	7,525
As of December 31, 2018	(95,365)	(32)	(95,397)
Other comprehensive income (loss) before reclassifications, net of tax of $(1,874) and $(77)	(5,461)	(223)	(5,684)
Amounts reclassified from AOCI, net of tax of $718	2,092	—	2,092
Net current-period other comprehensive income (loss)	(3,369)	(223)	(3,592)
As of December 31, 2019	$ (98,734)	$ (255)	$ (98,989)

Amounts reclassified to net earnings for defined benefit pension items relate to the amortization of actuarial gains (losses) and settlement charges. These amounts are included within the defined benefit pension plan expense caption on our Consolidated Statements of Operations. See Note 15. Employee Benefit Plans for additional information.

20. Summarized Quarterly Financial Information (Unaudited)

Summarized quarterly financial information is as follows:

2019 (in thousands, except per share data)	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Operating revenues	$ 292,163	$ 337,495	$ 349,777	$ 444,401	$ 1,423,836
Costs and expenses	(274,058)	(294,942)	(327,049)	(376,956)	(1,273,005)
Depreciation and amortization of intangible assets	(17,792)	(20,237)	(22,241)	(26,716)	(86,986)
Gains (losses), net on disposal of property and equipment	(173)	(144)	11	1,998	1,692
Interest expense	(8,916)	(18,023)	(26,537)	(27,120)	(80,596)
Defined benefit pension plan expense	(1,572)	(1,564)	(2,071)	(1,746)	(6,953)
Miscellaneous, net	(800)	369	2,042	(474)	1,137
Income (loss) from continuing operations before income taxes	(11,148)	2,954	(26,068)	13,387	(20,875)
Provision (benefit) for income taxes	(4,334)	3,320	(4,305)	2,822	(2,497)
Income (loss) from continuing operations, net of tax	(6,814)	(366)	(21,763)	10,565	(18,378)
Loss from discontinued operations, net of tax	—	—	—	—	—
Net income (loss)	(6,814)	(366)	(21,763)	10,565	(18,378)
Income (loss) attributable to noncontrolling interest	—	—	166	(166)	—
Net income (loss) attributable to the shareholders of The E.W. Scripps Company	$ (6,814)	$ (366)	$ (21,929)	$ 10,731	$ (18,378)
Net income (loss) from continuing operations per basic share of common stock	$ (0.08)	$ (0.01)	$ (0.27)	$ 0.13	$ (0.23)
Net income (loss) from continuing operations per diluted share of common stock	$ (0.08)	$ (0.01)	$ (0.27)	$ 0.13	$ (0.23)
Weighted average shares outstanding:					
Basic	80,673	80,822	80,877	80,927	80,826
Diluted	80,673	80,822	80,877	81,322	80,826
Cash dividends per share of common stock	$ 0.05	$ 0.05	$ 0.05	$ 0.05	$ 0.20

The sum of the quarterly net income (loss) per share amounts may not equal the reported annual amount because each amount is computed independently based upon the weighted-average number of shares outstanding for the period.

2018 (in thousands, except per share data)	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Operating revenues	$ 254,191	$ 283,395	$ 302,726	$ 368,113	$ 1,208,425
Costs and expenses	(238,682)	(245,610)	(247,304)	(281,628)	(1,013,224)
Depreciation and amortization of intangible assets	(15,420)	(15,382)	(15,598)	(17,587)	(63,987)
Gains (losses), net on disposal of property and equipment	(717)	66	501	(1,105)	(1,255)
Interest expense	(8,759)	(9,279)	(9,003)	(9,143)	(36,184)
Defined benefit pension plan expense	(1,388)	(1,389)	(3,529)	(13,446)	(19,752)
Miscellaneous, net	167	(156)	(546)	687	152
Income (loss) from continuing operations before income taxes	(10,608)	11,645	27,247	45,891	74,175
Provision (benefit) for income taxes	(2,031)	2,983	7,208	9,938	18,098
Income (loss) from continuing operations, net of tax	(8,577)	8,662	20,039	35,953	56,077
Loss from discontinued operations, net of tax	(18,504)	(2,942)	(908)	(13,974)	(36,328)
Net income (loss)	$ (27,081)	$ 5,720	$ 19,131	$ 21,979	$ 19,749
Loss attributable to noncontrolling interest	(632)	—	—	—	(632)
Net income (loss) attributable to the shareholders of The E.W. Scripps Company	$ (26,449)	$ 5,720	$ 19,131	$ 21,979	$ 20,381
Net income (loss) from continuing operations per basic share of common stock	$ (0.10)	$ 0.10	$ 0.24	$ 0.44	$ 0.69
Loss from discontinued operations per basic share of common stock	$ (0.23)	$ (0.04)	$ (0.01)	$ (0.17)	$ (0.44)
Net income (loss) from continuing operations per diluted share of common stock	$ (0.10)	$ 0.10	$ 0.24	$ 0.44	$ 0.68
Loss from discontinued operations per diluted share of common stock	$ (0.23)	$ (0.04)	$ (0.01)	$ (0.17)	$ (0.44)
Weighted average shares outstanding:					
Basic	81,554	81,824	81,452	80,669	81,369
Diluted	81,554	81,852	82,084	81,348	81,927
Cash dividends per share of common stock	$ 0.05	$ 0.05	$ 0.05	$ 0.05	$ 0.20

The sum of the quarterly net income (loss) per share amounts may not equal the reported annual amount because each amount is computed independently based upon the weighted-average number of shares outstanding for the period.

21. Assets Held for Sale and Discontinued Operations

Radio Divestiture

In the fourth quarter of 2017, we began the process to divest our radio business. Our radio business consisted of 34 radio stations in eight markets. We closed on the sale of our Tulsa radio stations on October 1, 2018, closed on the sales of our Milwaukee, Knoxville, Omaha, Springfield and Wichita radio stations on November 1, 2018 and closed on the sales of our Boise and Tucson radio stations on December 12, 2018. We have reported its results as discontinued operations for the years ended 2017 and 2018.

Operating results of our radio operations included in discontinued operations were as follows:

	For the years ended December 31,	
(in thousands)	2018	2017
Operating revenues	$ 49,243	$ 68,630
Total costs and expenses	(42,694)	(57,061)
Depreciation and amortization of intangible assets	—	(2,910)
Impairment of goodwill and intangible assets	(25,900)	(8,000)
Other, net	(179)	(258)
Income (loss) from operations of discontinued operations	(19,530)	401
Pretax loss on disposal of discontinued operations	(18,558)	—
Income (loss) from discontinued operations before income taxes	(38,088)	401
Income tax benefit (provision)	1,760	(2,996)
Loss from discontinued operations, net of tax	$ (36,328)	$ (2,595)

Results of discontinued operations in 2018 and 2017 included $25.9 million and $8.0 million, respectively, of non-cash impairment charges to write-down the goodwill of our radio business to fair value. The income tax provision for discontinued operations was impacted by non-deductible charges of $30.9 million in 2018 and $8.0 million in 2017.

We also entered into separate Local Marketing Agreements (“LMA”) with the acquirer of the Tulsa radio stations and the acquirer of the Wichita, Springfield, Omaha, and Knoxville radio stations. Under the terms of these agreements, the acquiring entities paid us a monthly LMA fee and also reimbursed us for certain station expenses, as defined in the agreements, in exchange for the right to program and sell advertising from the stations' inventory of broadcast time. The LMA with the acquirer of the Tulsa radio stations was effective from July 30, 2018 until the closing of the transaction. The other LMA was effective from September 1, 2018 until closing of the transactions. Discontinued operating revenues included LMA fees totaling $2.5 million for the year ended December 31, 2018.

THE E.W. SCRIPPS COMPANY
2010 LONG-TERM INCENTIVE PLAN
(Amended and Restated as of May 6, 2019)

1. Establishment, Purpose, Duration.

(a) The E.W. Scripps Company, an Ohio corporation (the "Company"), established The E. W. Scripps Company 2010 Long-Term Incentive Plan (the "Plan"), effective as of May 13, 2010 (the "Effective Date"). The Plan permits the granting of Nonqualified Stock Options, Incentive Stock Options, Stock Appreciation Rights, Restricted Shares, Restricted Share Units, Performance Shares, Performance Units, Other Stock-Based Awards, Purchase Rights and Dividend Equivalents. Definitions of capitalized terms used in the Plan are contained in Section 2 of the Plan. The Plan, as previously amended and restated as of February 24, 2015, is hereby amended and restated, as set forth herein, as of May 6, 2019 (the "2019 Restatement Date") subject to the approval by holders of the common voting shares of the Company.

(b) The purpose of the Plan is to attract and retain Directors, officers and other key employees of the Company and its Subsidiaries and to provide to such persons incentives and rewards for superior performance.

(c) No Award may be granted under the Plan after the day immediately preceding the fifth (5th) anniversary of the 2019 Restatement Date, or such earlier date as the Board shall determine. The Plan will remain in effect with respect to outstanding Awards until no Awards remain outstanding.

(d) The E. W. Scripps Company 1997 Long-Term Incentive Plan, as amended (the "1997 Plan") terminated in its entirety effective immediately after the Effective Date; provided that all outstanding awards under the 1997 Plan as of the date of the Effective Date shall remain outstanding and shall be administered and settled in accordance with the provisions of the 1997 Plan.

2. Definitions. As used in the Plan, the following definitions shall apply.

"1997 Plan" has the meaning given such term in Section 1(a) of the Plan.

"Affiliate" means any Person controlling or under common control with the Company or any Person of which the Company directly or indirectly has Beneficial Ownership of securities having a majority of the voting power.

"Applicable Laws" means the applicable requirements relating to the administration of equity-based compensation plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Shares are listed or quoted and the applicable laws of any other country or jurisdiction where Awards are granted under the Plan.

"Award" means a Nonqualified Stock Option, Incentive Stock Option, SAR, Restricted Shares Award, Restricted Share Unit, Performance Share, Performance Unit, Other Stock-Based Award, Purchase Right, or Dividend Equivalent granted pursuant to the terms and conditions of the Plan.

"Award Agreement" means either: (a) an agreement, either in written or electronic format, entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award granted under the Plan; or (b) a statement, either in written or electronic format, issued by the Company to a Participant describing the terms and provisions of such Award, which need not be signed by the Participant.

"Beneficial Ownership" and "Beneficial Owner" have the meanings given such terms in Rule 13d-3 promulgated under the Exchange Act.

"Board" means the Board of Directors of the Company.

"Cause" as a reason for a Participant's termination of employment or service shall have the meaning assigned such term in (a) the employment agreement, if any, between the Participant and the Company or Subsidiary, or (b) if during the applicable severance protection period, the severance plan, or if applicable the change in control severance plan, covering the Participant and the Company or Subsidiary. If the Participant is not a party to an employment agreement or severance plan with the Company or a Subsidiary in which such term is defined, then unless otherwise defined in the applicable Award Agreement, "Cause" shall mean: (x) commission of a felony or an act or series of acts that results in material injury to the business or reputation of the Company or any Subsidiary; (y) willful failure to perform duties of employment or service, if such failure has not been cured in all material respects within twenty (20) days after the Company or any Subsidiary, as applicable, gives notice thereof; or (z) breach of any material term, provision or condition of employment or service, which breach has not been cured in all material respects within twenty (20) days after the Company or any Subsidiary, as applicable, gives notice thereof.

"Change in Control" occurs when (except as may be otherwise prescribed by the Committee in an Award Agreement): (a) any Person becomes a Beneficial Owner of a majority of the outstanding common voting shares, $0.01 par value, of the Company (or shares of capital stock of the Company with comparable or unlimited voting rights), excluding, however, any person that is or becomes a party to the Scripps Family Agreement, dated October 15, 1992, as amended currently and as it may be amended from time to time in the future (the "Family Agreement"); (b) the majority of the Board consists of individuals other than Incumbent Directors; or (c) assets of the Company accounting for 90% or more of the Company's revenues (hereinafter referred to as "substantially all of the Company's assets") are disposed of pursuant to a merger, consolidation, sale, or plan of liquidation and dissolution (unless the parties to the Family Agreement have Beneficial Ownership of, directly or indirectly, a controlling interest (defined as owning a majority of the voting power) in the entity surviving such merger or consolidation or acquiring such assets upon such sale or in connection with such plan of liquidation and dissolution).

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Committee, as specified in Section 4(a) of the Plan, appointed by the Board to administer the Plan.

"Company" has the meaning given such term in Section 1(a) of the Plan and any successor thereto.

"Date of Grant" means the date as of which an Award is determined to be effective and designated in a resolution by the Committee and is granted pursuant to the Plan. The Date of Grant shall not be earlier than the date of the resolution and action therein by the Committee. In no event shall the Date of Grant be earlier than the Effective Date.

"Detrimental Activity" except as may be otherwise specified in a Participant's Award Agreement, means: (a) engaging in any activity of competition, as specified in any covenant not to compete set forth in any agreement between a Participant and the Company or a Subsidiary, including, but not limited to, the Participant's Award Agreement or any severance plan maintained by the Company or a Subsidiary that covers the Participant, during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (b) engaging in any activity of solicitation, as specified in any covenant not to solicit set forth in any agreement between a Participant and the Company or a Subsidiary, including, but not limited to, the Participant's Award Agreement or any severance plan maintained by the Company or a Subsidiary that covers the Participant, during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (c) the disclosure of confidential information to anyone outside the Company or a Subsidiary, or the use in other than the Company's or a Subsidiary's business in violation of any covenant not to disclose set forth in any agreement between a Participant and the Company or a Subsidiary, including, but not limited to, the Participant's Award Agreement or any severance plan maintained by the Company or a Subsidiary that covers the Participant, during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (d) the violation of any development and inventions, ownership of works, or similar provision set forth in any agreement between a Participant and the Company or a Subsidiary, including, but not limited to, the Participant's Award Agreement or any severance plan maintained by the Company or a Subsidiary that covers the Participant; (e) Participant's commission of any act of fraud, misappropriation or embezzlement against or in connection with the Company or any of its Subsidiaries or their respective businesses or operations, or (f) a conviction, guilty plea or plea of nolo contendere of Participant for any crime involving dishonesty or for any felony.

"Director" means any individual who is a member of the Board who is not an Employee.

"Dividend Equivalents" means the equivalent value (in cash or Shares) of dividends that would otherwise be paid on the Shares subject to an Award but that have not been issued or delivered, as described in Section 13 of the Plan.

"Effective Date" has the meaning given such term in Section 1(a) of the Plan.

"Employee" means any employee of the Company or a Subsidiary; provided, however, that for purposes of determining whether any person may be a Participant for purposes of any grant of

Incentive Stock Options, the term "Employee" has the meaning given to such term in Section 3401(c) of the Code, as interpreted by the regulations thereunder and Applicable Law.

"Exchange Act" means the Securities Exchange Act of 1934 and the rules and regulations thereunder, as such law, rules and regulations may be amended from time to time.

"Exercise Price" means the price at which a Share may be purchased by a Participant pursuant to a Stock Option.

"Fair Market Value" means, as of any date, the value of a Share determined as follows: (a) the closing sale price per Share as reported on the NASDAQ, or if there are no sales on such day, on the immediately preceding trading day during which a sale occurred; and (b) in the absence of such markets for the Shares, the Fair Market Value shall be determined by the Committee in good faith (which determination shall, to the extent applicable, be made in a manner that complies with Section 409A of the Code), and such determination shall be conclusive and binding for all purposes.

"Grant Price" means the price established at the time of grant of an SAR pursuant to Section 7 of the Plan, used to determine whether there is any payment due upon exercise of the SAR.

"Incentive Stock Option" or "ISO" means a Stock Option that is designated as an Incentive Stock Option and that is intended to meet the requirements of Section 422 of the Code.

"Nonqualified Stock Option" means a Stock Option that is not intended to meet the requirements of Section 422 of the Code or otherwise does not meet such requirements.

"Other Stock-Based Awards" means an equity-based or equity-related Award not otherwise described by the terms of the Plan, granted in accordance with the terms and conditions set forth in Section 11 of the Plan.

"Participant" means any eligible individual as set forth in Section 5 of the Plan who holds one or more outstanding Awards.

"Performance-Based Exception" means the performance-based exception from the tax deductibility limitations of Section 162(m) of the Code.

"Performance Objectives" means the measurable performance objective or objectives established by the Committee pursuant to the Plan. Any Performance Objectives may relate to the performance of the Company or one or more of its Subsidiaries, divisions, departments, units, functions, partnerships, joint ventures or minority investments, product lines or products, or the performance of the individual Participant. The Performance Objectives may be made relative to the performance of a group of comparable companies, or published or special index that the Committee, in its sole discretion, deems appropriate, or the Company may select Performance Objectives as compared to various stock market indices. Performance Objectives may be stated as a combination of the listed factors.

"Performance Period" means the period during which a Performance Objective must be met.

"Performance Share" means a bookkeeping entry that records the equivalent of one Share awarded pursuant to Section 10 of the Plan.

"Performance Unit" means a bookkeeping entry that records a unit awarded pursuant to Section 10 of the Plan.

"Period of Restriction" means the period during which Restricted Shares, Restricted Share Units or Other Stock-Based Awards are subject to a substantial risk of forfeiture (based on the passage of time, the achievement of Performance Objectives, or upon the occurrence of other events as determined by the Committee, at its discretion), as provided in Sections 8, 9 and 11 herein.

"Person" has the meaning given such term in Section 3(a)(9) of the Exchange Act, and as used in Sections 13(d) and 14(d) thereof, including a "group" (as defined in Section 13(d) of the Exchange Act).

"Plan" means The E.W. Scripps Company 2010 Long-Term Incentive Plan, as amended from time to time.

"Purchase Right" means the grant of a right to purchase Shares pursuant to Section 12 of the Plan.

"Restricted Shares" means Shares granted or sold pursuant to Section 8 of the Plan as to which neither the substantial risk of forfeiture nor the prohibition on transfers referred to in such Section 8 has expired.

"Restricted Share Units" means a grant of the right to receive Shares or cash at the end of a specified Period of Restriction made pursuant to Section 9 of the Plan.

"SEC" means the United States Securities and Exchange Commission.

"Share" means a Class A Common Share of the Company, $0.01 par value per share, or any security into which such Share may be changed by reason of any transaction or event of the type referred to in Section 18 of the Plan.

"Stock Appreciation Right" or "SAR" means a right granted pursuant to Section 7 of the Plan.

"Stock Option" means a right to purchase a Share granted to a Participant under the Plan in accordance with the terms and conditions set forth in Section 6 of the Plan. Stock Options may be either Incentive Stock Options or Nonqualified Stock Options.

"Subsidiary" means a corporation, company or other entity (a) more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are now or hereafter, owned or controlled, directly or indirectly, by the Company, or (b) which does not have outstanding shares or securities (as may be the case in a partnership, limited liability company, joint venture or unincorporated association), but more than fifty percent (50%) of whose ownership interest representing the right generally to make decisions

for such other entity is now or hereafter, owned or controlled, directly or indirectly, by the Company; provided, however, that for purposes of determining whether any person may be a Participant for purposes of any grant of Incentive Stock Options, the term "Subsidiary" has the meaning given to such term in Section 424(f) of the Code, as interpreted by the regulations thereunder and Applicable Law.

"Substitute Awards" means Awards that are granted in assumption of, or in substitution or exchange for, outstanding awards previously granted by an entity acquired directly or indirectly by the Company or with which the Company directly or indirectly combines.

"Ten Percent Shareholder" shall mean any Participant who owns more than ten percent (10%) of the combined voting power of all classes of stock of the Company, within the meaning of Section 422 of the Code.

3. Shares Available Under the Plan.

(a) The maximum number of Shares that may be issued or delivered pursuant to Awards under the Plan shall be 7 million, plus the number of Shares described in Section 3(b) of the Plan. The aggregate number of Shares available for issuance or delivery under the Plan shall be subject to adjustment as provided in Section 18 of the Plan. Shares issued or delivered pursuant to an Award may be authorized but unissued Shares, treasury Shares, including Shares purchased in the open market, or a combination of the foregoing.

(b) Any Shares remaining available for issuance under the 1997 Plan as of the Effective Date shall be added to the number of Shares that may be issued or delivery pursuant to the Plan as provided in Section 3(a) of the Plan and shall be available for issuance or delivery pursuant to grants of Awards under the Plan. If, on or after the Effective Date any outstanding award granted pursuant to the 1997 Plan terminates or is forfeited without having been exercised in full, or if any award granted pursuant to the 1997 Plan is settled (or can be paid only) in cash, or Shares underlying any outstanding award granted pursuant to the 1997 Plan are withheld by the Company or any Subsidiary to satisfy a tax withholding obligation, then the underlying Shares, to the extent of any such forfeiture, termination, cash settlement or withholding, shall be added to the number of Shares that may be issued or delivery pursuant to the Plan as provided in Section 3(a) of the Plan and shall be available for issuance or delivery pursuant to grants of Awards under the Plan.

(c) If any Award granted pursuant to the Plan terminates or is forfeited without having been exercised in full, or if any Award granted pursuant to the Plan is settled (or can be paid only) in cash, then the underlying Shares, to the extent of any such forfeiture, termination or cash settlement, again shall be available for grant under the Plan and credited toward the Plan limit as set forth in Section 3(a) of the Plan. Except as may be required by reason of Section 422 and related provisions of the Code, Shares issued or delivered under the Plan as a Substitute Award or in settlement of a Substitute Award shall not reduce or be counted against the Shares available for Awards under the Plan and will not count against the Plan limit as set forth in Section 3(a) of the Plan to the extent that the rules and regulations of any stock exchange or other trading market on which the Shares are listed or traded provide an exemption from shareholder approval for

assumption, substitution, conversion, adjustment, or replacement of outstanding awards in connection with mergers, acquisitions, or other corporate combinations.

(d) Notwithstanding any other provision herein, the following Shares shall not again be available for grant as described above: (i) Shares tendered in payment of the Exercise Price of a Stock Option, (ii) Shares withheld by the Company or any Subsidiary to satisfy a tax withholding obligation, and (iii) Shares that are repurchased by the Company with Stock Option proceeds. Moreover, all Shares covered by a SAR, to the extent that it is exercised and settled in Shares, and whether or not Shares are actually issued or delivered to the Participant upon exercise of the right, shall be considered issued or delivered pursuant to the Plan for purposes of Section 3(a) of the Plan.

(e) Subject to adjustment as provided in Section 18 of the Plan, up to 4,000,000 Shares may be issued or delivered with respect to ISOs.

(f) Subject to adjustment as provided in Section 18 of the Plan, the following limits shall apply with respect to Awards that are intended to qualify for the Performance-Based Exception:

(i) The maximum aggregate number of Shares that may be subject to Stock Options or SARs granted in any calendar year to any one Participant shall be 2,000,000 Shares.

(ii) The maximum aggregate number of Restricted Shares and Shares issuable or deliverable under Performance Shares, Restricted Share Units and Other Stock-Based Awards granted in any calendar year to any one Participant shall be 1,500,000 Shares.

(iii) The maximum aggregate compensation that can be paid pursuant to Performance Units or cash-based Awards under Section 11 of the Plan granted in any calendar year to any one Participant shall be $3,000,000 or a number of Shares having an aggregate Fair Market Value not in excess of such amount.

(iv) The maximum Dividend Equivalents that may be paid in any calendar year to any one Participant shall be $300,000 or a number of shares having an aggregate Fair Market Value not in excess of such amount.

(g) Notwithstanding any other provision of the Plan to the contrary, the aggregate grant date fair value (determined in accordance with applicable financial accounting rules) of all Awards granted to any Director during any single calendar year for services as a Director (excluding Awards made at the election of the Director in lieu of all or a portion of annual and committee cash retainers), taken together with any cash fees paid to such person during such calendar year, shall not exceed $300,000 with respect to any Director who is serving in a capacity other than non-executive Chairman, and $500,000 with respect to any Director who is serving as non-executive Chairman.

4. Administration of the Plan.

(a) The Plan shall be administered by the Compensation Committee of the Board or such other committee (the "Committee") as the Board shall select consisting of two or more members of the Board each of whom is a "non-employee director" within the meaning of Rule 16b-3 (or any successor rule) of the Exchange Act, an "outside director" under regulations promulgated under Section 162(m) of the Code, and an "independent director" under the NASDAQ rules. The members of the Committee shall be appointed from time to time by, and shall serve at the discretion of, the Board.

(b) Subject to Applicable Laws and the provisions of the Plan (including any other powers given to the Committee hereunder), and except as otherwise provided by the Board, the Committee shall have full and final authority in its discretion to take all actions determined by the Committee to be necessary in the administration of the Plan, including, without limitation, discretion to: select Award recipients; determine the sizes and types of Awards; determine the terms and conditions of Awards in a manner consistent with the Plan; grant waivers of terms, conditions, restrictions and limitations applicable to any Award, or accelerate the vesting or exercisability of any Award, in a manner consistent with the Plan; construe and interpret the Plan and any Award Agreement or other agreement or instrument entered into under the Plan; establish, amend, or waive rules and regulations for the Plan's administration; and take such other action, not inconsistent with the terms of the Plan, as the Committee deems appropriate.

(c) The Board may reserve to itself any or all of the authority and responsibility of the Committee under the Plan or may act as administrator of the Plan for any and all purposes. To the extent the Board has reserved any authority and responsibility or during any time that the Board is acting as administrator of the Plan, it shall have all the powers of the Committee hereunder, and any reference herein to the Committee (other than in this Section 4(c)) shall include the Board. To the extent any action of the Board under the Plan conflicts with actions taken by the Committee, the actions of the Board shall control.

(d) To the extent permitted by Applicable Laws, the Committee may, in its discretion, delegate to one or more Directors or Employees any of the Committee's authority under the Plan. The acts of any such delegates shall be treated hereunder as acts of the Committee with respect to any matters so delegated.

(e) The Committee shall have no obligation to treat Participants or eligible Participants uniformly, and the Committee may make determinations under the Plan selectively among Participants who receive, or Employees or Directors who are eligible to receive, Awards (whether or not such Participants or eligible Employees or Directors are similarly situated). All determinations and decisions made by the Committee pursuant to the provisions of the Plan and all related orders and resolutions of the Committee shall be final, conclusive and binding on all persons, including the Company, its Subsidiaries, its shareholders, Directors, Employees, and their estates and beneficiaries.

5. Eligibility and Participation.

(a) Each Employee and Director is eligible to participate in the Plan.

(b) Subject to the provisions of the Plan, the Committee may, from time to time, select from all eligible Employees and Directors those to whom Awards shall be granted and shall determine, in its sole discretion, the nature of any and all terms permissible by Applicable Law and the amount of each Award.

(c) Notwithstanding the foregoing provisions of this Section 5, Incentive Stock Options may be granted only to eligible Participants who are Employees of the Company (or a "parent" or "subsidiary" as defined in Section 424(e) and (f) of the Code). Eligible Participants who are Employees of a Subsidiary may be granted Stock Options or Stock Appreciation Rights under the Plan only if the Subsidiary qualifies as an "eligible issuer of service recipient stock" within the meaning of Section 409A of the Code.

6. Stock Options. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant Stock Options to Participants in such number as the Committee shall determine. Each Stock Option grant shall be evidenced by an Award Agreement and shall be subject to the following provisions:

(a) The Award Agreement shall separately designate whether the Stock Options are intended to be Incentive Stock Options or Nonqualified Stock Options. Any Incentive Stock Option granted under the Plan shall contain such terms and conditions, consistent with the Plan, as the Committee may determine to be necessary to comply with Section 422 of the Code.

(b) The Award Agreement shall specify an Exercise Price for each grant of a Stock Option, which shall be at least equal to the Fair Market Value of a Share on the Date of Grant. In the case of an Incentive Stock Option granted to a Ten Percent Shareholder, the Exercise Price for each grant of a Stock Option shall be at least equal to one hundred ten percent (110%) of the Fair Market Value of a Share on the Date of Grant.

(c) The Award Agreement shall specify the expiration date for each Stock Option; provided, however, that no Stock Option shall be exercisable later than the tenth (10th) anniversary of its Date of Grant. In the case of an Incentive Stock Option granted to a Ten Percent Shareholder, the Incentive Stock Option shall not be exercisable later than the fifth (5th) anniversary of its Date of Grant.

(d) Subject to Section 14 of the Plan, the Award Agreement shall specify the period or periods of continuous service by the Participant with the Company or any Subsidiary that is necessary, the Performance Objectives that must be achieved, or any other conditions that must be satisfied, before the Stock Option or installments thereof will become exercisable.

(e) The Award Agreement shall specify whether the Exercise Price shall be payable to the Company: (i) in cash or its equivalent; (ii) subject to such terms, conditions and limitations as the Committee may prescribe, by tendering (either by actual delivery or attestation) unencumbered Shares previously acquired by the Participant exercising such Stock Option having an aggregate Fair Market Value at the time of exercise equal to the total Exercise Price; (iii) by a cashless exercise (including by withholding Shares deliverable upon exercise and through a broker-assisted arrangement to the extent permitted by Applicable Laws); (iv) by any other method approved

or accepted by the Committee in its sole discretion; or (v) by a combination of the foregoing methods. The Committee may limit any method of payment for administrative convenience, to comply with Applicable Laws, or otherwise.

(f) The Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the Stock Option following termination of the Participant's employment or provision of services to the Company and/or its Subsidiaries, as the case may be.

(g) Notwithstanding anything in this Section 6 to the contrary, Stock Options designated as ISOs shall not be eligible for treatment under the Code as ISOs, and shall instead be treated as Nonqualified Stock Options, to the extent that either (i) the aggregate Fair Market Value of Shares (determined as of the Date of Grant) with respect to which such Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Subsidiary) exceeds $100,000, taking Stock Options into account in the order in which they were granted; or (ii) such Stock Options otherwise remain exercisable but are not exercised within three (3) months after termination of employment (or such other period of time provided in Section 422 of the Code).

7. Stock Appreciation Rights. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant SARs to Participants in such number as the Committee shall determine. Each SAR grant shall be evidenced by an Award Agreement and shall be subject to the following provisions:

(a) The Award Agreement shall specify a Grant Price for each grant of a SAR. The Grant Price for a SAR shall be at least equal to the Fair Market Value of a Share on the Date of Grant.

(b) The Award Agreement shall set forth the expiration date for each SAR; provided, however, that no SAR shall be exercisable later than the tenth (10th) anniversary of its Date of Grant.

(c) Subject to Section 14 of the Plan, the Award Agreement for a SAR shall specify the period or periods of continuous service by the Participant with the Company or any Subsidiary that is necessary, the Performance Objectives that must be achieved, or any other conditions that must be satisfied, before the SAR or installments thereof will become exercisable.

(d) Upon the exercise of a SAR, a Participant shall be entitled to receive payment from the Company in an amount determined by multiplying: (i) the excess of the Fair Market Value of a Share on the date of exercise over the Grant Price, by (ii) the number of Shares with respect to which the SAR is exercised. The payment upon the SAR exercise shall be in cash, Shares of equivalent value, or in some combination thereof, as determined by the Committee in its sole discretion. The determination of the Committee with respect to the form of payout of SARs shall be set forth in the Award Agreement pertaining to the grant of the Award.

(e) The Award Agreement shall set forth the extent to which the Participant shall have the right to exercise the SAR following termination of the Participant's employment with or provision of services to the Company and/or its Subsidiaries, as the case may be.

8. Restricted Shares. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant or sell Restricted Shares to Participants in such number as the Committee shall determine. Each grant or sale of Restricted Shares shall be evidenced by an Award Agreement and shall be subject to the following provisions:

(a) Each grant or sale of Restricted Shares shall constitute an immediate transfer of the ownership of Shares to the Participant in consideration of the performance of services, subject to the substantial risk of forfeiture and restrictions on transfer as provided in this Section 8.

(b) Each such grant or sale may be made without additional consideration or in consideration of a payment by such Participant that is less than the Fair Market Value per Share at the Date of Grant.

(c) Subject to Section 14 of the Plan, the Award Agreement shall specify the Period of Restriction for each Restricted Shares grant.

(d) During the applicable Period of Restriction, the transferability of the Restricted Shares shall be prohibited or restricted in the manner and to the extent prescribed by the Committee and set forth in the Award Agreement (which restrictions may include, without limitation, rights of repurchase or first refusal in the Company or provisions subjecting the Restricted Shares to a continuing substantial risk of forfeiture in the hands of any transferee).

(e) Unless otherwise determined by the Committee in its sole discretion and set forth in the Award Agreement, to the extent permitted or required by Applicable Law, as determined by the Committee, Participants holding Restricted Shares may be granted the right to exercise full voting rights with respect to those Shares during the Period of Restriction.

(f) Any such grant or sale of Restricted Shares may require that any or all dividends or other distributions paid thereon during the period of such restrictions be automatically deferred and reinvested in additional Restricted Shares, which may be subject to the same restrictions as the underlying Award.

(g) Unless otherwise directed by the Committee, (i) all certificates representing Restricted Shares will be held in custody by the Company until all restrictions thereon have lapsed, together with a stock power or powers executed by the Participant in whose name such certificates are registered, endorsed in blank and covering such Shares, or (ii) all uncertificated Restricted Shares will be in book entry form with appropriate restrictions entered into the records of the Company's transfer agent relating to the transfer of such Restricted Shares, and any required notice shall be provided.

(h) The Committee may provide in an Award Agreement that the Award of Restricted Shares is conditioned upon the Participant making or refraining from making an election

with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code concerning a Restricted Shares Award, the Participant shall be required to file promptly a copy of such election with the Company.

9. Restricted Share Units. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant or sell Restricted Share Units to Participants in such number as the Committee shall determine. Each grant or sale of Restricted Share Units shall be evidenced by an Award Agreement and shall be subject to the following provisions:

(a) Each such grant or sale of Restricted Share Units shall constitute the agreement by the Company to issue or deliver Shares to the Participant following the end of the Period of Restriction in consideration of the performance of services.

(b) Each such grant or sale of Restricted Share Units may be made without additional consideration or in consideration of a payment by such Participant that is less than the Fair Market Value per Share at the Date of Grant.

(c) Subject to Section 14 of the Plan, the Award Agreement shall specify the Period of Restriction for each Restricted Share Unit grant.

(d) Each Award Agreement shall set forth the payment date for the Restricted Share Units, which date shall not be earlier than the end of the applicable Period of Restriction.

(e) The Award Agreement shall specify whether the Company shall pay earned Restricted Share Units by issuance or delivery of Shares or by payment in cash of an amount equal to the Fair Market Value of such Shares (or a combination thereof).

10. Performance Shares and Performance Units. Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant Performance Shares or Performance Units to Participants in such number as the Committee shall determine. Each grant of Performance Shares or Performance Units shall be evidenced by an Award Agreement and shall be subject to the following provisions:

(a) Each Performance Unit shall have an initial dollar value determined by the Committee. Each Performance Share shall have an initial value equal to the Fair Market Value of a Share on the Date of Grant. The Committee shall set Performance Objectives in its sole discretion which, depending on the extent to which they are met, will determine the value and/or number of Performance Units or Performance Shares that will be paid to the Participant.

(b) Subject to Section 14 of the Plan, the Award Agreement shall specify the Performance Period for each grant of Performance Shares and Performance Units.

(c) Subject to the terms of the Plan, after the applicable Performance Period has ended, the holder of Performance Units or Performance Shares shall be entitled to receive payout on the value and number of Performance Units or Performance Shares earned by the Participant

over the Performance Period, based on the extent to which the corresponding Performance Objectives have been achieved.

(d) Each Award Agreement shall set forth the date for settlement of the Performance Shares and Performance Units, which date shall not be earlier than the end of the Performance Period and following the Committee's determination of the achievement of applicable Performance Objectives and related goals established by the Committee.

(e) The Award Agreement shall specify whether the earned Performance Shares and earned Performance Units shall be paid by the Company by issuance or delivery of Shares, Restricted Shares or Restricted Share Units or by payment in cash of an amount equal to the Fair Market Value of such Shares (or a combination thereof).

11. Other Stock-Based Awards.

(a) Subject to the terms and provisions of the Plan, the Committee, at any time and from time to time, may grant or sell Other Stock-Based Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including, without limitation, convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee, and awards valued by reference to the book value of Shares or the value of securities of, or the performance of specified Subsidiaries or affiliates or other business units of, the Company. The Committee shall determine the terms and conditions of such awards, including the Period of Restriction, if applicable. Shares issued or delivered pursuant to an award in the nature of a purchase right granted under this Section 11 shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, cash, Shares, other awards, notes or other property, as the Committee shall determine.

(b) Cash awards, as an element of or supplement to any other Award granted under the Plan, may also be granted pursuant to this Section 11.

(c) Subject to Section 14 of the Plan, the Committee is authorized to grant Shares purely as a "bonus" and not subject to any restrictions or conditions, or to grant Shares or other Awards in lieu of obligations of the Company or a Subsidiary to pay cash or deliver other property under the Plan or under other plans or compensatory arrangements, subject to such terms as shall be determined by the Committee.

12. Employee Stock Purchase Sub-Plan Subject to the terms and conditions of the Plan, the Committee may, at any time and from time to time, grant Purchase Rights on the terms, and subject to the conditions, of the Employee Stock Purchase Sub-Plan attached as Exhibit A.

13. Dividend Equivalents. At the discretion of the Committee, Awards granted pursuant to the Plan may provide Participants with the right to receive Dividend Equivalents, which may be paid currently or credited to an account for the Participants, and may be settled in cash and/or Shares,

as determined by the Committee in its sole discretion, subject in each case to such terms and conditions as the Committee shall establish. No Dividend Equivalents shall relate to Shares underlying a Stock Option or SAR unless such Dividend Equivalent rights are explicitly set forth as a separate arrangement and do not cause any such Stock Option or SAR to be subject to Section 409A of the Code. Except as provided by the Committee in connection with a Change in Control or the termination of a Participant's employment or service with the Company or a Subsidiary, any Dividend Equivalents with respect to any Award that vest based on the achievement of Performance Objectives shall be accumulated until such Award is earned, and such Dividend Equivalents shall not be paid if the Performance Objectives are not satisfied.

14. Minimum Vesting Requirements. Notwithstanding any other provision of the Plan to the contrary, Awards granted under the Plan shall vest no earlier than the first anniversary of the date the Award is granted (excluding, for this purpose, any (i) Awards granted pursuant to Section 12 of the Plan, (ii) Shares delivered in lieu of fully vested cash Awards or deferred compensation obligations related to Director fees, (iii) Substitute Awards, and (iv) Awards to Directors that vest on the earlier of the one year anniversary of the date of grant or the next annual meeting of shareholders (provided that such vesting period may not be less than fifty (50) weeks after grant)); provided, however, that the Committee may grant Awards without regard to the foregoing minimum vesting requirement with respect to a maximum of five percent (5%) of the total number of Shares remaining available for issuance under the Plan under Section 3(b) as of the Restatement Date (subject to adjustment under Section 18); and, provided further, for the avoidance of doubt, that the foregoing restriction does not apply to the Committee's discretion to provide for accelerated exercisability or vesting of any Award, including in cases of retirement, death, disability, other termination of employment or a Change in Control, in the terms of the Award or otherwise.

15. Compliance with Section 409A. Awards granted under the Plan shall be designed and administered in such a manner that they are either exempt from the application of, or comply with, the requirements of Section 409A of the Code. To the extent that the Committee determines that any award granted under the Plan is subject to Section 409A of the Code, the Award Agreement shall incorporate the terms and conditions necessary to avoid the imposition of an additional tax under Section 409A of the Code upon a Participant. Notwithstanding any other provision of the Plan or any Award Agreement (unless the Award Agreement provides otherwise with specific reference to this Section 15): (a) an Award shall not be granted, deferred, accelerated, extended, paid out, settled, substituted or modified under the Plan in a manner that would result in the imposition of an additional tax under Section 409A of the Code upon a Participant; and (b) if an Award is subject to Section 409A of the Code, and if the Participant holding the award is a "specified employee" (as defined in Section 409A of the Code, with such classification to be determined in accordance with the methodology established by the Company), no distribution or payment of any amount shall be made before a date that is six (6) months following the date of such Participant's "separation from service" (as defined in Section 409A of the Code) or, if earlier, the date of the Participant's death. Although the Company intends to administer the Plan so that Awards will be exempt from, or will comply with, the requirements of Section 409A of the Code, the Company does not warrant that any Award under the Plan will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local, or non-United States law. The

Company shall not be liable to any Participant for any tax, interest, or penalties the Participant might owe as a result of the grant, holding, vesting, exercise, or payment of any Award under the Plan.

16. Compliance with Section 162(m).

(a) The Committee may specify that the granting, vesting or payment of an Award will be conditioned upon the degree of attainment of one or more Performance Objectives. If the Award is intended to qualify for the Performance-Based Exception, then the Performance Objectives shall be based on specified levels of or growth in one or more of the following criteria and the Performance Objectives with respect to other Awards shall be based on such criteria as determined by the Committee in its discretion, which may include (but shall not be limited to) the following criteria: earnings per share; segment profit; gross margin; operating or other expenses; earnings before interest and taxes ("EBIT"), earnings before interest, taxes, depreciation and amortization; free cash flow; net income; return on investment (determined with reference to one or more categories of income or cash flow and one or more categories of assets, capital or equity); stock price appreciation; viewer ratings or impressions; online revenue; online segment profit; website traffic; market share; and revenue.

(b) The Performance Period for any Award that is intended to qualify for the Performance-Based Exception shall be specified in the Award Agreement. The Performance Objectives shall be established not later than ninety (90) days after the beginning of the Performance Period or, if earlier, by the date which is no later than the date that twenty five percent (25%) of the applicable Performance Period has elapsed.

(c) Notwithstanding any other provision of the Plan, payment or vesting of any Award that is intended to qualify for the Performance-Based Exception shall not be made until the Committee certifies in writing that the applicable Performance Objectives and any other material terms of such Award were in fact satisfied in a manner conforming to applicable regulations under Section 162(m) of the Code. The Committee shall not have discretion to increase the amount of compensation that is payable upon achievement of the designated Performance Objectives for an Award intended to qualify for the Performance-Based Exception, but the Committee may reduce the amount of compensation that is payable upon achievement of the designated Performance Objectives.

17. Transferability.

(a) Except as otherwise determined by the Committee pursuant to the provisions of Section 17(c) of the Plan, no Award or Dividend Equivalents paid with respect to an Award made under the Plan shall be transferable by the Participant except by will or the laws of descent and distribution; provided, that if so determined by the Committee, each Participant may, in a manner established by the Board or the Committee, designate a beneficiary to exercise the rights of the Participant with respect to any Award upon the death of the Participant and to receive Shares or other property issued or delivered under such Award. Except as otherwise determined by the Committee, Stock Options and SARs will be exercisable during a Participant's lifetime only by him or her or, in the event of the Participant's legal incapacity to do so, by his or her guardian or legal

representative acting on behalf of the Participant in a fiduciary capacity under state law and/or court supervision.

(b) The Committee may specify in an Award Agreement that part or all of the Shares that are to be issued or delivered by the Company upon the exercise of Stock Options or SARs, upon the termination of the Period of Restriction applicable to Restricted Shares or Restricted Share Units or upon payment under any grant of Performance Shares or Performance Units will be subject to further restrictions on transfer.

(c) Notwithstanding Section 17(a) of the Plan, the Committee may determine that Awards (other than Incentive Stock Options) may be transferable by a Participant, without payment of consideration therefor by the transferee, only to any one or more family members (as defined in the General Instructions to Form S-8 under the Securities Act of 1933, or any successor provision) of the Participant; provided, however, that (i) no such transfer shall be effective unless reasonable prior notice (as specified by the Committee and set forth in the Award Agreement) thereof is delivered to the Company and such transfer is thereafter effected in accordance with any terms and conditions that shall have been made applicable thereto by the Board or the Committee, and (ii) any such transferee shall be subject to the same terms and conditions hereunder as the Participant.

18. Adjustments. In the event of any equity restructuring (within the meaning of Financial Accounting Standards Board Accounting Standards Codification Topic 718, Compensation – Stock Compensation), such as a stock dividend, stock split, spinoff, rights offering, or recapitalization through a large, nonrecurring cash dividend, the Committee shall cause there to be an equitable adjustment in the numbers of Shares specified in Section 3 of the Plan and, with respect to outstanding Awards, in the number and kind of Shares subject to outstanding Awards, the Exercise Price, Grant Price or other price of Shares subject to outstanding Awards, in each case to prevent dilution or enlargement of the rights of Participants. In the event of any other change in corporate capitalization, or in the event of a merger, consolidation, liquidation, or similar transaction, the Committee may, in its sole discretion, cause there to be an equitable adjustment as described in the foregoing sentence, to prevent dilution or enlargement of rights; provided, however, that, unless otherwise determined by the Committee, the number of Shares subject to any Award shall always be rounded down to a whole number. Notwithstanding the foregoing, the Committee shall not make any adjustment pursuant to this Section 18 that would (a) cause any Stock Option intended to qualify as an ISO to fail to so qualify; (b) cause an Award that is otherwise exempt from Section 409A of the Code to become subject to Section 409A, or (c) cause an Award that is subject to Section 409A of the Code to fail to satisfy the requirements of Section 409A. The determination of the Committee as to the foregoing adjustments, if any, shall be conclusive and binding on Participants under the Plan.

19. Fractional Shares. The Company shall not be required to issue or deliver any fractional Shares pursuant to the Plan and, unless otherwise provided by the Committee, fractional shares shall be settled in cash.

20. Withholding Taxes. To the extent required by Applicable Law, a Participant shall be required to satisfy, in a manner satisfactory to the Company or Subsidiary, as applicable, any withholding tax obligations that arise by reason of a Stock Option or SAR exercise, the vesting of

or settlement of Shares under an Award, an election pursuant to Section 83(b) of the Code or otherwise with respect to an Award. The Company and its Subsidiaries shall not be required to issue or deliver Shares, make any payment or to recognize the transfer or disposition of Shares until such obligations are satisfied. The Committee may permit or require these obligations to be satisfied by having the Company withhold a portion of the Shares that otherwise would be issued or delivered to a Participant upon exercise of the Stock Option or SAR or upon the vesting or settlement of an Award, or by tendering Shares previously acquired, in each case having a Fair Market Value equal to the minimum amount required to be withheld or paid (or, if permitted by the Company, such higher amount that will not result in adverse accounting consequences for the Company or a Subsidiary). Any such elections are subject to such conditions or procedures as may be established by the Committee and may be subject to disapproval by the Committee.

21. Foreign Employees. In order to facilitate the making of any Award or combination of Awards under the Plan, the Committee may provide for such special terms for Awards to Participants who are foreign nationals or who are employed by the Company or any Subsidiary outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to or amendments, restatements or alternative versions of the Plan as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of the Plan as in effect for any other purpose, and the Corporate Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as the Plan. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of the Plan as then in effect unless the Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.

22. Change in Control.

(a) Except as otherwise provided in a Participant's Award Agreement or pursuant to Section 22(b) of the Plan, upon the occurrence of a Change in Control, unless otherwise specifically prohibited under Applicable Laws:

(i) any and all outstanding Stock Options and SARs granted hereunder shall become immediately vested and exercisable and shall remain exercisable for the full duration of their term;

(ii) any Period of Restriction or other restriction imposed on Restricted Shares, Restricted Share Units, and Other Stock-Based Awards shall immediately lapse; and

(iii) any and all Performance Shares, Performance Units and other Awards (if performance-based) shall immediately vest in full at the target level.

(b) In connection with a Change in Control, the Committee may, in its sole discretion, either by the terms of the Award Agreement applicable to any Award or by resolution adopted prior to the occurrence of the Change in Control, provide that any outstanding Award (or a portion thereof) shall, upon the occurrence of such Change in Control, be cancelled in exchange

for a payment in cash in an amount based on the Fair Market Value of the Shares subject to the Award (less any Exercise Price or Grant Price), which amount may be zero (0) if applicable.

23. Detrimental Activity; Forfeiture and Recoupment.

(a) If the Committee determines a Participant has engaged in any Detrimental Activity, either during service with the Company or a Subsidiary or after termination of such service, then, promptly upon receiving notice of the Committee's determination, the Participant shall:

(i) forfeit all Awards granted under the Plan to the extent then held by the Participant;

(ii) return to the Company or the Subsidiary all Shares that the Participant has not disposed of that had been acquired within two (2) years prior to the date of the Participant's initial commencement of the Detrimental Activity, in exchange for payment by the Company or the Subsidiary of any amount actually paid therefor by the Participant; and

(iii) with respect to any Shares acquired within two (2) years prior to the date of the Participant's initial commencement of the Detrimental Activity pursuant to Awards granted under the Plan that were disposed of, pay to the Company or the Subsidiary, in cash, the excess, if any, of: (A) the Fair Market Value of the Shares on the date acquired, over (B) any amount actually paid by the Participant for the Shares.

(b) To the extent that such amounts are not immediately returned or paid to the Company as provided herein, the Company may, to the extent permitted by law, seek other remedies, including a set-off of the amounts so payable to it against any amounts that may be owing from time to time by the Company or a Subsidiary to the Participant for any reason, including, without limitation, wages, or vacation pay or other benefits; provided, however, that, except to the extent permitted by Treasury Regulation Section 1.409A-3(j)(4), such set-off shall not apply to amounts that are "deferred compensation" within the meaning of Section 409A of the Code.

(c) Any Award granted to a Participant shall be subject to forfeiture or repayment pursuant to the terms of any applicable compensation recovery policy adopted by the Company, including any such policy that may be adopted to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act or any rules or regulations issued by the SEC or applicable securities exchange.

24. Amendment, Modification and Termination.

(a) The Board may at any time and from time to time, alter, amend, suspend or terminate the Plan in whole or in part; provided, however, that no alteration or amendment that requires shareholder approval in order for the Plan to continue to comply with the NASDAQ rules or any rule promulgated by the SEC or any other securities exchange on which Shares are listed or any other Applicable Laws shall be effective unless such amendment shall be approved by the requisite vote of shareholders of the Company entitled to vote thereon within the time period required under such applicable listing standard or rule.

(b) The Committee may in its sole discretion at any time (i) provide that all or a portion of a Participant's Stock Options, SARs, and other Awards in the nature of rights that may be exercised become fully or partially exercisable; (ii) provide that all or a part of the Period of Restriction or other time-based vesting restrictions on all or a portion of the outstanding Awards shall lapse, and/or that any Performance Objectives or other performance-based criteria with respect to any Awards shall be deemed to be wholly or partially satisfied; or (iii) waive any other limitation or requirement under any such Award, in each case, as of such date as the Committee may, in its sole discretion, declare. Unless otherwise determined by the Committee, any such adjustment that is made with respect to an Award that is intended to qualify for the Performance-Based Exception shall be made at such times and in such manner as will not cause such Awards to fail to qualify under the Performance-Based Exception. Additionally, the Committee shall not make any adjustment pursuant to this Section 24(b) that would cause an Award that is otherwise exempt from Section 409A of the Code to become subject to Section 409A; or that would cause an Award that is subject to Section 409A of the Code to fail to satisfy the requirements of Section 409A.

(c) Except for adjustments made pursuant to Section 18 of the Plan, the Board or the Committee will not, without the further approval of the shareholders of the Company, authorize the amendment of any outstanding Stock Option or SAR to reduce the Exercise Price or Grant Price, respectively. No Stock Option or SAR will be cancelled and replaced with awards having a lower Exercise Price or Grant Price, respectively, or for another Award, or for cash without further approval of the shareholders of the Company, except as provided in Section 18 of the Plan. Furthermore, no Stock Option or SAR will provide for the payment, at the time of exercise, of a cash bonus or grant or sale of another Award without further approval of the shareholders of the Company. This Section 24(c) is intended to prohibit the repricing of "underwater" Stock Options or SARs without shareholder approval and will not be construed to prohibit the adjustments provided for in Section 18 of the Plan.

(d) Notwithstanding any other provision of the Plan to the contrary (other than Sections 18, 22(b) and 24(e) of the Plan), no termination, amendment, suspension, or modification of the Plan or an Award Agreement shall adversely affect in any material way any Award previously granted under the Plan, without the written consent of the Participant holding such Award. Notwithstanding the preceding sentence, any ISO granted under the Plan may be modified by the Committee to disqualify such Stock Option from treatment as an "incentive stock option" under Section 422 of the Code.

(e) Notwithstanding any other provision of the Plan to the contrary, the Committee shall be authorized to make minor or administrative amendments to the Plan and may amend the Plan or an Award Agreement, to take effect retroactively or otherwise, as deemed necessary or advisable for the purpose of conforming the Plan or an Award Agreement to any present or future Applicable Law (including, but not limited to, Section 409A of the Code), and to the administrative regulations and rulings promulgated there under.

25. Applicable Laws. The obligations of the Company with respect to Awards under the Plan shall be subject to all Applicable Laws and such approvals by any governmental agencies as the Committee determines may be required. The Plan and each Award Agreement shall be

governed by the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of the Plan to the substantive law of another jurisdiction. Unless otherwise provided in the Award Agreement, Participants are deemed to submit to the exclusive jurisdiction and venue of the state courts of Hamilton County, Ohio and the federal courts in the Southern District of Ohio, to resolve any and all issues that may arise out of or relate to the Plan or any related Award Agreement.

26. Substitute Awards for Awards Granted by Other Entities. Substitute Awards may be granted under the Plan for grants or awards held by employees of a company or entity who become Employees or Directors of the Company or a Subsidiary as a result of the acquisition, merger or consolidation of the employer company by or with the Company or a Subsidiary. Except as otherwise provided by Applicable Law and notwithstanding anything in the Plan to the contrary, the terms, provisions and benefits of the Substitute Awards so granted may vary from those set forth in or required or authorized by the Plan to such extent as the Committee at the time of the grant may deem appropriate to conform, in whole or part, to the terms, provisions and benefits of grants or awards in substitution for which they are granted.

27. Miscellaneous.

(a) Except with respect to Stock Options and SARs, the Committee may permit Participants to elect to defer the issuance or delivery of Shares or the settlement of Awards in cash under the Plan pursuant to such rules, procedures or programs as it may establish for purposes of the Plan. The Committee also may provide that deferred issuances and settlements include the payment or crediting of Dividend Equivalents or interest on the deferral amounts. All elections and deferrals permitted under this provision shall comply with Section 409A of the Code, including setting forth the time and manner of the election (including a compliant time and form of payment), the date on which the election is irrevocable, and whether the election can be changed until the date it is irrevocable.

(b) The Plan shall not confer upon any Participant any right with respect to continuance of employment or other service with the Company or any Subsidiary, nor shall it interfere in any way with any right the Company or any Subsidiary would otherwise have to terminate such Participant’s employment or other service at any time. No Employee or Director shall have the right to be selected to receive an Award under the Plan, or, having been so selected, to be selected to receive future Awards.

(c) Neither a Participant nor any other person shall, by reason of participation in the Plan, acquire any right or title to any assets, funds or property of the Company or any Subsidiary, including without limitation, any specific funds, assets or other property which the Company or any Subsidiary may set aside in anticipation of any liability under the Plan. A Participant shall have only a contractual right to an Award or the amounts, if any, payable under the Plan, unsecured by any assets of the Company or any Subsidiary, and nothing contained in the Plan shall constitute a guarantee that the assets of the Company or any Subsidiary shall be sufficient to pay any benefits to any person.

(d) If any provision of the Plan is or becomes invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended or limited in scope to conform to Applicable Laws or, in the discretion of the Committee, it shall be stricken and the remainder of the Plan shall remain in full force and effect.

(e) By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated their acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Committee, the Board or the Company, in any case in accordance with the terms and conditions of the Plan.

(f) No Participant or any eligible Employee or Director shall have any claim to be granted any Award under the Plan. No Participant shall have any rights as a shareholder with respect to any Shares subject to Awards granted to him or her under the Plan prior to the date as of which he or she is actually recorded as the holder of such Shares upon the stock records of the Company.

(g) No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or benefit plan of the Company or any Subsidiary unless provided otherwise in such other plan.

(h) All obligations of the Company under the Plan and with respect to Awards shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or other event, or a sale or disposition of all or substantially all of the business and/or assets of the Company and references to the "Company" herein and in any Award agreements shall be deemed to refer to such successors.

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EXHIBIT A
EMPLOYEE STOCK PURCHASE SUB-PLAN

1. Purpose and Effective Date. The E.W. Scripps Company Employee Stock Purchase Sub-Plan ("Sub-Plan") is adopted and established by the Company as a sub-plan under The E.W. Scripps Company 2010 Long-Term Incentive Plan (the "Plan") and shall at all times be subject to the terms and conditions of the Plan. The purpose of the Sub-Plan is to facilitate the purchase of Shares by Eligible Employees through Purchase Rights upon the terms, and subject to the conditions, set forth below and in the Plan.

2. Definitions. Capitalized terms used in the Sub-Plan but not defined herein shall have the same meanings as defined in the Plan. In addition to those terms and the terms defined in Section 1 of the Sub-Plan, the following terms shall have the meanings hereinafter set forth, unless a different meaning is clearly required by the context:

"Account" shall mean the individual account established by the Agent for each Sub-Plan Participant for purposes of accounting for and/or holding each Sub-Plan Participant's Shares, dividends and distributions, and shall include any amounts credited to the Sub-Plan Participant's Account under The E.W. Scripps Company Employee Stock Purchase Plan dated as of May 8, 2008, which previously expired pursuant to its terms.

"Act" shall mean the Securities Act of 1933.

"Administrator" shall mean the Vice President, Human Resource Operations or equivalent title of the Company, subject to the general control of, and superseding action by, the Committee.

"Agent" shall mean the bank, brokerage firm, financial institution, or other entity or person(s) engaged, retained or appointed to act as the agent of the Employer and of the Sub-Plan Participants.

"Closing Value" shall mean, as of a particular date, the value of a Share determined by the closing sales price for such Share (or the closing bid, if no sales were reported) as quoted on the NASDAQ for the last market trading day prior to the date of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable.

"Compensation" shall mean regular base salary or wages, shift differential, commissions (as paid) and draw actually received as of a particular pay date, including any amounts not paid to an Employee pursuant to an election under Code Sections 125 and 401(k). Compensation shall not include any deferred compensation, bonuses, overtime, severance or dismissal pay, cost-of-living allowances, or any extraordinary pay, or any compensation after an Employee's last day of work except for purposes of Section 6(b) of the Sub-Plan.

"Designated Subsidiaries" shall mean each Subsidiary, unless specifically excluded from participation in the Sub-Plan by the Board.

"Eligible Employee" means any Employee who (1) is regularly scheduled to work at least twenty (20) hours per week, (2) is customarily employed for at least five (5) months each calendar year, (3) is not a member of a collective bargaining unit unless the collective bargaining agreement covering such person specifically provides for eligibility to participate in this Sub-Plan, and (4) is not designated as ineligible to participate in the Sub-Plan by the Administrator.

"Employee" means any person who performs services as a common law employee of the Employer, and does not include "leased employees", as that term is defined under Section 414(n) of the Code, or other individuals providing services to the Employer in a capacity as an independent contractor.

"Employer" means, individually and collectively, the Company and the Designated Subsidiaries.

"Enrollment Period" shall mean the one (1) month period ending on the 15th day of the calendar month preceding an Offering Period during which Eligible Employees may elect to participate in the Sub-Plan with respect to such Offering Period, *i.e.*, for the first quarter of a year, the Enrollment Period would be November 15 through December 15.

"Offering Period" shall mean the one (1) calendar quarter period during which Sub-Plan Participants authorize payroll deductions to fund the purchase of Shares on their behalf under the Sub-Plan. The first Offering Period shall commence on the date specified by the Committee in its sole discretion.

"Plan Year" shall mean the calendar year.

"Purchase Price" shall mean, for each Share purchased in accordance with Section 4 of the Sub-Plan, an amount equal to the lesser of (1) ninety percent (90%) of the Closing Value of a Share on the first Trading Day of each Offering Period, or the earliest date thereafter as is administratively feasible (which for Sub-Plan purposes shall be deemed to be the date the Purchase Right was granted to each Eligible Employee who is, or elects to become, a Sub-Plan Participant); or (2) ninety percent (90%) of the Closing Value of such Share on the last Trading Day of the Offering Period, or the earliest date thereafter as is administratively feasible (which for Sub-Plan purposes shall be deemed to be the date each Purchase Right was exercised).

"Sub-Plan" shall have the meaning set forth in Section 1.

"Sub-Plan Participant" means any Eligible Employee who has elected to participate in the Sub-Plan for an Offering Period by authorizing payroll deductions and entering into a written subscription agreement with an Employer or the Administrator during the Enrollment Period for such Offering Period.

"Trading Day" shall mean a day on which national stock exchanges and the NASDAQ are open for trading.

3. Eligible Employees

a. In General. Participation in the Sub-Plan is voluntary. All Eligible Employees of an Employer are eligible to participate in the Sub-Plan as of a date specified by the Administrator or the Committee. Each Eligible Employee who is a Sub-Plan Participant shall have the same rights and privileges as every other Eligible Employee who is a Sub-Plan Participant, and only Eligible Employees of an Employer satisfying the applicable requirements of the Sub-Plan will be entitled to be a Sub-Plan Participant.

b. Limitations on Purchase Rights. An Employee who otherwise is an Eligible Employee shall not be entitled to purchase Shares under the Sub-Plan if (1) such purchase would cause such Eligible Employee to own Shares (including any Shares which would be owned if such Eligible Employee purchased all of the Shares made available for purchase by such Eligible Employee under all Purchase Rights then held by such Eligible Employee, whether or not then exercisable) representing five percent (5%) or more of the total combined voting power or value of each class of stock of the Company or any Subsidiary; or (2) such purchase would cause such Eligible Employee to have rights to purchase more than $25,000 of Shares under the Sub-Plan (and under all employee stock purchase plans of the Company and its Subsidiary corporations which qualify for treatment under Section 423 of the Code) for any calendar year in which Purchase Rights are outstanding (based on the Closing Value of such Shares, determined as of the date such rights are granted and can first be exercised hereunder). For purposes of clause (1) of this paragraph (b), the attribution rules set forth in Section 424(d) of the Code and related regulations shall apply. For purposes of applying the $25,000 limitation, the number of Shares covered by one Purchase Right may not be carried over to any other Purchase Right.

4. Enrollment and Offering Periods

a. Enrolling in the Sub-Plan. To participate in the Sub-Plan, an Eligible Employee must enroll in the Sub-Plan in accordance with procedures established by the Administrator. Enrollment for a given Offering Period will take place during the Enrollment Period for such Offering Period.

b. The Three-Month Offering Period. Any Employee who is an Eligible Employee and who desires to purchase Shares hereunder must file with the Administrator or Employer an authorization for payroll deduction and a subscription agreement during an Enrollment Period. Such authorization shall be effective for the Offering Period immediately following such Enrollment Period. Each Offering Period shall last for three (3) calendar months, commencing on the first day (or the First Trading Day) of the calendar quarter and ending on the last day (or the last Trading Day) of the calendar quarter. There shall be four (4) Offering Periods each Sub-Plan Year during the term of this Sub-Plan. On the first day (or the First Trading Day) of each Offering Period each Sub-Plan Participant shall be granted a Purchase Right under the Sub-Plan and such right shall last only for three (3) months, *i.e.*, it shall expire at the end of the Offering Period for which it was granted.

c. Changing Enrollment. The offering of Shares pursuant to the Sub-Plan shall occur only during an Offering Period and shall be made only to Sub-Plan Participants. Once enrolled, a Sub-Plan Participant shall continue to participate in the Sub-Plan for each succeeding Offering Period until he or she terminates his or her participation by revoking his or her payroll deduction

authorization or ceases to be an Eligible Employee. Once a Sub-Plan Participant has elected to participate under the Sub-Plan, that Sub-Plan Participant's payroll deduction authorization and subscription agreement shall apply to all subsequent Offering Periods unless and until the Sub-Plan Participant ceases to be an Eligible Employee, modifies or terminates said authorization and/or agreement or withdraws from the Sub-Plan. If a Sub-Plan Participant desires to change his or her rate of contribution, he or she may do so effective for the next Offering Period by filing a new authorization for payroll deduction and/or subscription agreement with the Administrator or Employer during the Enrollment Period immediately preceding such Offering Period, in accordance with rules and procedures established by the Administrator.

5. Use of Funds. All payroll deductions received or held by an Employer under the Sub-Plan may be used by the Employer for any corporate purpose, and the Employer shall not be obligated to segregate such payroll deductions. Any amounts held by an Employer or other party holding amounts in connection with or as a result of payroll withholding made pursuant to the Sub-Plan and pending the purchase of Shares hereunder shall be considered a non-interest-bearing, unsecured indebtedness extended to the Employer or other party by the Sub-Plan Participants.

6. Amount of Contribution; Method of Payment

a. Payroll Withholding. Except as otherwise specifically provided herein, the Purchase Price will be payable by each Sub-Plan Participant by means of payroll withholding. The withholding shall be in increments of one percent (1%). The minimum withholding permitted shall be an amount equal to one percent (1%) of a Sub-Plan Participant's Compensation and the maximum withholding shall be an amount equal to ten percent (10%) of a Sub-Plan Participant's Compensation. In any event, the total withholding permitted to be made by any Sub-Plan Participant for a Plan Year shall be limited to the sum of $22,500. The actual percentage of Compensation to be deducted shall be specified by a Sub-Plan Participant in his or her authorization for payroll withholding. Sub-Plan Participants may not deposit any separate cash payments into their Accounts.

b. Application of Withholding Rules. Payroll withholding will commence with the first paycheck issued during the Offering Period and will continue with each paycheck throughout the entire Offering Period, except for pay periods for which such Sub-Plan Participant receives no compensation (*e.g.*, uncompensated personal leave, leave of absence, etc.). A pay period which overlaps Offering Periods will be credited in its entirety to the Offering Period in which it is paid. Payroll withholding shall be retained by the Employer or other party responsible for making such payment to the Sub-Plan Participant, until applied to the purchase of Shares as described in Section 7 of the Sub-Plan and the satisfaction of any related federal, state or local withholding obligations (including any employment tax obligations), or until returned to such Sub-Plan Participant in connection with a withdrawal from the Sub-Plan or a revocation of authorization described in Section 11 of the Sub-Plan.

At the time the Shares are purchased, or at the time some or all of the Shares issued under the Sub-Plan are disposed of, Sub-Plan Participants must make adequate provision for the Employer's federal, state, local or other tax withholding obligations (including employment taxes), if any, which arise upon the purchase or disposition of the Shares. At any time, the Employer may, but shall not be obligated to, withhold from each Sub-Plan Participant's Compensation the amount

necessary for the Employer to meet applicable withholding obligations, including any withholding required to make available to the Employer any tax deductions or benefits attributable to the sale or early disposition of Shares by the Sub-Plan Participant. Each Sub-Plan Participant, as a condition of participating under the Sub-Plan, shall agree to bear responsibility for all federal, state, and local income taxes required to be withheld from his or her Compensation as well as the Sub-Plan Participant's portion of FICA (both the OASDI and Medicare components) with respect to any Compensation arising on account of the purchase or disposition of Shares. The Employer may increase income and/or employment tax withholding on a Sub-Plan Participant's Compensation after the purchase or disposition of Shares in order to comply with federal, state and local tax laws, and each Sub-Plan Participant shall agree to sign any and all appropriate documents to facilitate such withholding.

7. Purchasing, Transferring Shares

a. Maintenance of Account. Upon enrollment in the Sub-Plan by a Sub-Plan Participant and upon receipt by the Agent of such data as it requires, the Agent shall establish a Sub-Plan Account in the name of such Sub-Plan Participant. At the close of each Offering Period, the aggregate amount deducted during such Offering Period by the Employer from a Sub-Plan Participant's Compensation (and credited to a non-interest-bearing account maintained by the Employer or other party for bookkeeping purposes) will be communicated by the Employer to the Agent and shall thereupon be credited by the Agent to such Sub-Plan Participant's Account (unless the Sub-Plan Participant has given written notice to the Administrator of his or her withdrawal or revocation of authorization, prior to the date such communication is made). As of the last day of each Offering Period, or as soon thereafter as is administratively feasible, the Agent will automatically purchase Shares on behalf of each Sub-Plan Participant with respect to those amounts reported to the Agent by the Administrator or Employer as creditable to that Sub-Plan Participant's Account. On the date of purchase of such Shares, the amount then credited to the Sub-Plan Participant's Account for the purpose of purchasing Shares hereunder will be divided by the Purchase Price and there shall be transferred to the Sub-Plan Participant's Account by the Agent the number of whole Shares which results (with any remaining cash amounts returned to the Sub-Plan Participant as soon as administratively feasible, as no fractional Shares shall be purchased under the Sub-Plan). Any Shares purchased under this Sub-Plan shall be funded by, and shall reduce, the Share reserve of Section 3(a) of the Plan.

b. Insufficient Number of Available Shares. In the event the number of Shares to be purchased by Sub-Plan Participants during any Offering Period exceeds the number of Shares available for sale under the Sub-Plan, the number of Shares actually available for sale hereunder shall be limited to the remaining number of Shares authorized for sale under the Sub-Plan and shall be allocated in accordance with the Company's instructions by the Agent among the Sub-Plan Participants in proportion to each Sub-Plan Participant's Compensation during the Offering Period over the total Compensation of all Sub-Plan Participants during the Offering Period. Any excess amounts withheld and credited to Sub-Plan Participants' Accounts then shall be returned to the Sub-Plan Participants as soon as is administratively feasible.

c. Handling Excess Shares. In the event that the number of Shares which would be credited to any Sub-Plan Participant's Account in any Offering Period exceeds the limit specified in Section 3(b) of the Sub-Plan, such Sub-Plan Participant's Account shall be credited with the maximum number of Shares permissible, and the remaining amounts will be refunded in cash as soon as administratively practicable.

d. Status Reports. Statements of each Sub-Plan Participant's Account shall be given to participating Employees at least quarterly. The statements shall set forth the Purchase Price and the number of Shares purchased. The Agent shall hold in its name, or in the name of its nominee, all Shares so purchased and allocated. No certificate will be issued to a Sub-Plan Participant for Shares held in his or her Account unless he or she so requests in writing or unless such Sub-Plan Participant's active participation in the Sub-Plan is terminated due to death, disability, separation from service or retirement.

e. In-Service Share Distributions. A Sub-Plan Participant may request that a certificate for all or part of the full Shares held in his or her Account be sent to him or her after the relevant Shares have been purchased and allocated. All such requests must be submitted to the Agent. No certificate for a fractional Share will be issued; the fair value of fractional Shares, as determined pursuant to the Sub-Plan on the date of withdrawal of all Shares credited to a Sub-Plan Participant's Account, shall be paid in cash to such Sub-Plan Participant. The Sub-Plan may impose a reasonable charge, to be paid by the Sub-Plan Participant, for each stock certificate so issued prior to the date active participation in the Sub-Plan ceases; such charge shall be paid by the Sub-Plan Participant to the Administrator or Employer prior to the date any distribution of a certificate evidencing ownership of such Shares occurs.

8. Dividends and Other Distributions

a. Reinvestment of Dividends. Cash dividends and other cash distributions received by the Agent on Shares held in its custody hereunder will be credited to the Accounts of individual Sub-Plan Participants in accordance with their interests in the Shares with respect to which such dividends or distributions are paid or made, and will be paid to the Sub-Plan Participant as soon as administratively feasible, unless the Sub-Plan Participant makes an election to reinvest the cash dividends or other cash distributions in accordance with procedures established by the Administrator, in which case the amounts will be applied, as soon as practical after the receipt thereof by the Agent, to the purchase in the open market or otherwise at prevailing market prices of the number of whole Shares capable of being purchased with such funds, after deduction of any bank service fees, brokerage charges, transfer taxes, and any other transaction fee, expense or cost payable in connection with the purchase of such shares and not otherwise paid by the Employer (with any remaining cash amounts returned to the Sub-Plan Participant as soon as administratively feasible, as no fractional Shares shall be purchased under the Sub-Plan).

b. Shares to Be Held in Agent's Name. All purchases of Shares made pursuant to this Section will be made in the name of the Agent or its nominee, shall be held as provided in Section 7 of the Sub-Plan, and shall be transferred and credited to the Account(s) of the individual Sub-Plan Participant(s) to which such dividends or other distributions were credited. Dividends paid in the form of Shares will be allocated by the Agent, as and when received, with respect to

Shares held in its custody hereunder to the Accounts of individual Sub-Plan Participants in accordance with such Sub-Plan Participants' interests in such Shares with respect to which such dividends were paid. Property, other than Shares or cash, received by the Agent as a distribution on Shares held in its custody hereunder, shall be sold by the Agent for the accounts of the Sub-Plan Participants, and the Agent shall treat the proceeds of such sale in the same manner as cash dividends received by the Agent on Shares held in its custody hereunder.

c. Tax Responsibilities. The automatic reinvestment of dividends under the Sub-Plan will not relieve a Sub-Plan Participant (or Eligible Employee with an Account) of any income or other tax which may be due on or with respect to such dividends. The Agent shall report to each Sub-Plan Participant (or Eligible Employee with an Account) the amount of dividends credited to his or her Account.

9. Voting of Shares. A Sub-Plan Participant shall have no interest or voting right in any Shares until such Shares have been actually purchased by the Agent in the Sub-Plan Participant's behalf. Shares held for a Sub-Plan Participant (or Eligible Employee with an Account) in his or her Account will be voted in accordance with the Sub-Plan Participant's (or Eligible Employee's) express written directions. In the absence of any such directions, such Shares will not be voted.

10. Sale of Shares. Subject to the provisions of Section 16 of the Sub-Plan, a Sub-Plan Participant may at any time, and without withdrawing from the Sub-Plan, by giving notice to the Agent, direct the Agent to sell all or part of the Shares held on behalf of the Sub-Plan Participant. Upon receipt of such a notice on which the Sub-Plan Participant's signature is guaranteed by a bank or trust company, the Agent shall, as soon as practicable after receipt of such notice, sell such Shares in the marketplace at the prevailing market price and transmit the net proceeds of such sale (less any bank service fees, brokerage charges, transfer taxes, and any other transaction fee, expense or cost) to the Sub-Plan Participant.

11. Withdrawals from the Sub-Plan and Revocations

a. General Rule. A Sub-Plan Participant may at any time, by giving written notice to the Administrator or Employer, withdraw from the Sub-Plan or, without withdrawing from the Sub-Plan but by giving written notice to the Administrator or Employer, revoke his or her authorization for payroll deduction for the Offering Period in which such revocation is made.

b. Refund of Amounts Not Used to Purchase Shares. At the time of any withdrawal or revocation under this Section, any amount deducted from payroll which has not previously been used to purchase Shares will be used to purchase Shares in accordance with Section 7(a) of the Sub-Plan.

c. Withdrawal of Shares. Upon any withdrawal from the Sub-Plan as a result of separation from employment, as provided in Section 12 of the Sub-Plan, a Sub-Plan Participant (or his or her executor or personal administrator), shall elect to either transfer Shares to his or her own personal brokerage account or receive cash for the full number of Shares then being held in his or her Account. If the Sub-Plan Participant elects cash, the Agent shall sell such Shares in the marketplace at the prevailing market price and send the net proceeds (less any bank service fees,

brokerage charges, transfer taxes, and any other transaction fee, expense or cost) to the Sub-Plan Participant. If no election is made, Sub-Plan Participant's Shares will be sold as stated herein and net proceeds shall be sent to Sub-Plan Participant. In every case of withdrawal from the Sub-Plan, fractional Shares allocated to a Sub-Plan Participant's Account will be paid in cash at the Closing Value of such Shares on the date such withdrawal becomes effective (or as soon thereafter as is administratively feasible). Upon any other withdrawal, the Sub-Plan Participant may elect to retain his or her Shares under the Sub-Plan until separation from employment for any reason, at which time this Section 11(c) shall apply.

12. Separation from Employment. Separation from employment for any reason, including death, disability, termination or retirement, shall be treated as a withdrawal from the Sub-Plan, as described in Section 11 of the Sub-Plan. A service fee will not be charged for any withdrawal attributable to a separation from employment.

13. Assignment. Neither payroll deductions credited to a Sub-Plan Participant's account nor any Purchase Rights or Shares held under the Sub-Plan may be assigned, alienated, transferred, pledged, or otherwise disposed of in any way by a Sub-Plan Participant other than by will or the laws of descent and distribution. Any such assignment, alienation, transfer, pledge, or other disposition shall be without effect, except that the Administrator may treat such act as an election to withdraw from the Sub-Plan as described in Section 11 of the Sub-Plan. A Sub-Plan Participant's right to purchase Shares under this Sub-Plan may be exercisable during the Sub-Plan Participant's lifetime only by the Sub-Plan Participant.

14. Amendment or Termination of the Sub-Plan. Subject to Section 24 of the Plan, the Board shall have the right, at any time, to amend, modify or terminate the Sub-Plan without notice; however, no Sub-Plan Participant's outstanding subscriptions shall be adversely affected by any such amendment, modification or termination.

15. Administration

a. General. Subject to Section 4 of the Plan, the Sub-Plan shall be administered by the Administrator. The Administrator shall be responsible for the administration of all matters under the Sub-Plan which have not been delegated to the Agent. The Administrator shall have full and exclusive discretionary authority to construe, interpret and apply the terms of the Sub-Plan, to determine eligibility and to adjudicate all disputed claims filed under the Sub-Plan. Any rule or regulation adopted by the Administrator shall remain in full force and effect unless and until altered, amended or repealed by the Administrator. The Committee may reserve to itself any or all of the authority and responsibility of the Administrator under the Sub-Plan or may act as administrator of the Sub-Plan for any and all purposes and, in this regard, shall administer the Sub-Plan as it relates to any "Section 16 officers" of the Company.

b. Specific Responsibilities. The Administrator's responsibilities shall include, but shall not be limited to:

(1) interpreting the Sub-Plan (including issues relating to the definition and application of "Compensation");

(2) identifying and compiling a list of persons who are Eligible Employees for an Offering Period;

(3) identifying those Eligible Employees not entitled to subscribe for Shares during any Offering Period on account of the limitations described in Section 3(b) of the Sub-Plan; and

(4) providing prompt notice to the Agent of the enrollment of Eligible Employees, the Shares to be credited to Sub-Plan Participants' Accounts, and any written notices of withdrawal or revocation of authorization filed with the Administrator by individual Sub-Plan Participants.

The Administrator may from time to time adopt rules and regulations for carrying out the terms of the Sub-Plan. Interpretation or construction of any provision of the Sub-Plan by the Administrator shall be final and conclusive on all persons, absent specific and contrary action taken by the Board. Any interpretation or construction of any provision of the Sub-Plan by the Board shall be final and conclusive.

c. Electronic or Other Media. Notwithstanding any other provision of the Sub-Plan to the contrary, including any provision that requires the use of a written instrument, the Administrator may establish procedures for the use of electronic or other media in communications and transactions between the Sub-Plan or the Agent and Sub-Plan Participants. Electronic or other media may include, but are not limited to: e-mail, the Internet, intranet systems and automated telephonic response systems.

16. Securities Law Restrictions

Notwithstanding any provision of the Sub-Plan to the contrary:

a. Need for Registration Statement. No Shares may be purchased under the Sub-Plan until a registration statement has been filed and become effective with respect to the issuance of the Shares covered by the Plan under the Act.

b. Insider Restrictions. The following restrictions or provisions shall apply to Sub-Plan Participants who are "Section 16 officers" of the Company:

(1) Any withdrawal of Shares from such a Sub-Plan Participant's Account shall suspend the right of such Sub-Plan Participant to have Shares purchased under both the employee stock purchase feature of the Sub-Plan and the dividend reinvestment feature of the Sub-Plan, for a period of six (6) months;

(2) Any such Sub-Plan Participant who ceases participation in the Sub-Plan or who revokes his or her authorization for payroll deduction pursuant to Section 11 of the Sub-Plan may not again participate in the Sub-Plan or authorize any additional payroll deductions, for a period of at least six (6) months;

(3) Any certificates evidencing ownership of Shares purchased under the Sub-Plan for such a Sub-Plan Participant may be legended to disclose the restrictions set forth in this Section; and

(4) Any such Sub-Plan Participant who wishes to withdraw or sell Shares must withdraw or sell all of such Sub-Plan Participant's Shares under the Sub-Plan.

17. Death. In the event of Sub-Plan Participant's death, the Administrator or Agent shall deliver his or her Shares and/or cash under the Sub-Plan to the executor or administrator of Sub-Plan Participant's estate.

18. Section 409A. Notwithstanding anything contained in this Sub-Plan to the contrary, in no event shall the purchase of Shares with respect to any Offering Period occur later than March 15 of the calendar year immediately following the year in which occurs the last day of that Offering Period. This Sub-Plan is intended to comply with the short-term deferral exception to Section 409A of the Code and shall be construed, administered, and governed in a manner that effects such intent.

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THE E.W. SCRIPPS COMPANY
EXECUTIVE ANNUAL INCENTIVE PLAN
Approved by the Committee on 2/24/2020

1. Purpose. The purpose of this Executive Annual Incentive Plan (this "Plan") is to reward designated employees of The E.W. Scripps Company (the "Company") and its Subsidiaries for the achievement of each year's business plan objectives in a manner consistent with the Company's strategies for achieving sustainable long-term shareholder value. The Plan is amended and restated effective for Performance Periods commencing on or after January 1, 2020.

2. Definitions. The following capitalized words as used in this Plan shall have the following meanings:

"Award Opportunity" means a cash award opportunity established under the Plan for a Participant by the Committee pursuant to such terms, conditions, restrictions and/or limitations, if any, as the Committee may establish, other than a Discretionary Bonus.

"Board" means the Board of Directors of the Company.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Compensation Committee of the Board.

"Company" has the meaning given such term in Section 1 of this Plan.

"Discretionary Bonus" has the meaning given such term in Section 7 of this Plan.

"Employee" means any person employed by the Company or its Subsidiaries.

"Participant" means, as to any Performance Period, any Employee who is selected by the Committee to be eligible to participate in the Plan for that Performance Period, as provided herein.

"Payout Formula" means the formula established by the Committee for determining Award Opportunities for a Performance Period based on the level of achievement of the Performance Objectives for the Performance Period.

"Performance Objectives" means the measurable or subjective performance objective or objectives established pursuant to this Plan for Participants who have received Award Opportunities. Performance Objectives may be described in terms of Company-wide objectives or objectives that are related to the performance of a Subsidiary, division, business unit, department, region or function within the Company or Subsidiary in which the Participant is employed (*i.e.*, "financial objectives") or in terms of the performance of the individual Participant (*i.e.*, "individual objectives") and may be based on the following criteria: earnings per share; segment profit; gross margin; operating or other expenses; earnings before or after interest, taxes, depreciation and/or amortization; cash flow or free cash flow; net income; return on investment (determined with

reference to one or more categories of income or cash flow and one or more categories of assets, capital or equity); stock price appreciation; viewer ratings or impressions; online revenue; online segment profit; website traffic; market share; revenue; return on total capital; return on invested capital; return on equity; return on assets; total return to shareholders; earnings before or after interest, taxes, depreciation, amortization or extraordinary or special items; return on investment; operating margin; profit margin; contribution margin; new customers; cost controls; operating efficiencies; product development; strategic partnering; research and development; market penetration; geographic business expansion; cost targets; productivity; employee satisfaction; management of employment practices and employee benefits; supervision of litigation or labor negotiations; dealings with regulatory bodies; acquisitions or divestitures; customer satisfaction; program development; avoidance of public or employee safety problems; and/or strategic business criteria related to a Participant's area or areas of responsibility. The Performance Objectives may be made relative to the performance of other corporations or entities.

"Performance Period" means the Company's fiscal year or such other period as determined by the Committee in its discretion, within which the Performance Objectives relating to an Award Opportunity are to be achieved. The Committee may establish different Performance Periods for different Participants, and the Committee may establish concurrent or overlapping Performance Periods.

"Plan" means The E.W. Scripps Company Executive Annual Incentive Plan, as amended from time to time.

"Subsidiary" means any corporation or other entity (including, but not limited to, partnerships, limited liability companies and joint ventures) controlled by the Company.

3. Administration. The Committee shall be responsible for administration of the Plan. The Committee, by majority action, is authorized to interpret the Plan, to prescribe, amend, and rescind regulations relating to the Plan, to provide for conditions and assurances deemed necessary or advisable to protect the interests of the Company and its Subsidiaries, and to make all other determinations necessary or advisable for the administration of the Plan, but only to the extent not contrary to the express provisions of the Plan. Determinations, interpretations, or other actions made or taken by the Committee pursuant to the provisions of the Plan shall be final, binding and conclusive for all purposes and upon all Participants. No member of the Committee shall be liable for any such action or determination made in good faith. The Board may reserve to itself any or all of the authority or responsibility of the Committee under the Plan or may act as the administrator of the Plan for any and all purposes. To the extent the Board has reserved any such authority or responsibility or during any time that the Board is acting as administrator of the Plan, it shall have all the powers of the Committee hereunder, and any reference herein to the Committee (other than in this Section 3) shall include the Board.

4. Eligibility. The Committee, in its sole discretion, shall determine which Employees will be eligible to participate in the Plan. Unless otherwise determined by the Committee, participation shall be limited to Board-appointed officers of the Company or its Subsidiaries who are designated by the Board as "Section 16 officers." An Employee who is a Participant for a given Performance Period or who receives a Discretionary Bonus hereunder is neither guaranteed nor

assured of being selected for participation in any subsequent Performance Period or of receiving any further Discretionary Bonus.

5. Award Opportunities.

a. Within the first 90 days following the beginning of each Performance Period (or by such other date as the Committee may determine, in its sole discretion), the Committee shall establish the Award Opportunity for each Participant, including the applicable Performance Objectives and Payout Formula. Each Performance Objective may be weighted by the Committee to reflect its relative importance to the Company in the applicable Performance Period. The Payout Formulas, Performance Objectives and weighting of the Performance Objectives need not be uniform with respect to any or all Participants. The Committee may also establish Award Opportunities for newly hired or newly promoted employees without compliance with such timing and other limitations as provided herein, which Award Opportunities may be based on performance during less than the full Performance Period and may be pro-rated in the discretion of the Committee.

b. Except as otherwise may be provided pursuant to this Plan or any employment or severance agreement or plan between the Participant and the Company or a Subsidiary, any Award Opportunity will be forfeited automatically to the extent that the Performance Objectives established by the Committee are not achieved during the applicable Performance Period. However, the Committee may determine that only a threshold level relating to a Performance Objective must be achieved for Award Opportunities to be paid under the Plan. Similarly, the Committee may establish a minimum threshold performance level, a maximum performance level, and one or more intermediate performance levels or ranges, with target award levels or ranges that will correspond to the respective performance levels or ranges included in the Payout Formula.

c. The Committee may in its sole discretion modify the Payout Formulas, Performance Objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable (i) to reflect a change in the business, operations, corporate structure or capital structure of the Company or its Subsidiaries, the manner in which it conducts its business, or other events or circumstances; (ii) in the event that a Participant's responsibilities materially change during a Performance Period or the Participant is transferred to a position that is not designated or eligible to participate in the Plan; or (iii) in such other circumstances as the Committee may determine, in its sole discretion.

6. Determination and Vesting of Award Opportunities.

a. Following the end of each Performance Period, the Committee shall determine in writing whether and to what extent the Performance Objectives with respect to each Participant for the applicable Performance Period have been achieved and, if such Performance Objectives have been achieved, to approve actual payment of each Award Opportunity under the Plan pursuant to the applicable Payout Formulas.

b. Except as otherwise may be provided pursuant to any employment or severance agreement between the Participant and the Company or a Subsidiary, or pursuant to any severance plan maintained by the Company or a Subsidiary that covers the Participant, to become

vested in the right to receive payment of an Award Opportunity earned for a Performance Period, a Participant must be employed by the Company or a Subsidiary on the last day of such Performance Period.

c. Notwithstanding anything in this Plan to the contrary, the Committee may, in its sole discretion, reduce the resulting Award Opportunity otherwise payable to any Participant for a particular Performance Period, regardless of the level of attainment of the Performance Objectives, at any time prior to the payment of the Award Opportunity, in light of such Participant's individual performance during the Performance Period, the quality of the financial results, or such other factors as the Committee deems relevant, including changed or special circumstances that arose during the Performance Period.

7. Discretionary Bonus. Notwithstanding anything in this Plan to the contrary, the Committee may, in its sole discretion, make a discretionary bonus award (a "Discretionary Bonus") to any Participant in light of such Participant's individual performance or or such other circumstances or factors as the Committee deems relevant.

8. Payment. Except as otherwise may be provided pursuant to a valid deferral election in effect under a deferred compensation plan of the Company or a Subsidiary, any vested Award Opportunity earned by a Participant for a particular Performance Period shall be paid in cash after the end of the Performance Period, but in no event later than two and one-half months after the end of the Performance Period; and any Discretionary Bonus shall be paid in cash no later than two and one-half months after the end of the Company's fiscal year in which the Committee approves payment of such discretionary bonus. The Committee may, in its sole discretion, determine that all or part of an Award Opportunity or Discretionary Bonus shall be paid in the form of an equivalent amount of Company common shares; provided that the shares shall be issued under and subject to the terms and conditions of a shareholder-approved equity compensation plan of the Company.

9. Tax Withholding. The Company and its Subsidiaries shall have the right to deduct from all payments made to any person under the Plan any federal, state, local, foreign or other taxes which, in the opinion of the Company and its Subsidiaries, are required to be withheld with respect to such payments.

10. No Employment Contract. Nothing contained in this Plan shall confer upon a Participant any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of a Participant. For purposes of the Plan, the transfer of employment of a Participant between the Company and any one of its Subsidiaries (or between Subsidiaries) shall not be deemed a termination of the Participant's employment.

11. Acceptance of Plan. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated their acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Committee or the Company, in any case in accordance with the terms and conditions of the Plan.

12. Transferability. No right or benefit under this Plan will be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge such right or benefit will be void. No such right or benefit will in any manner be liable for or subject to the debts, liabilities, or torts of a Participant.

13. Successors. All obligations of the Company under the Plan shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company.

14. Governing Law. The Plan and all Award Opportunities shall be construed in accordance with and governed by the laws of the State of Ohio, but without regard to its conflict of law provisions.

15. Amendment or Termination. The Committee acting alone, or the Board after receiving a recommendation from the Committee, retains the right, at any time, to amend, suspend or terminate the Plan, in whole or in part, in any manner, and for any reason, and without the consent of any Participant, Employee or other person; provided, that no such amendment, suspension or termination shall adversely affect the payment of any Award Opportunity earned for a Performance Period ending prior to the action of the Board amending, suspending or terminating the Plan.

16. Source of Payment. Each Award Opportunity and Discretionary Bonus that may become payable under the Plan will be paid solely from the general assets of the Company and its Subsidiaries. Nothing in this Plan will be construed to create a trust or to establish or evidence any Participant's claim of any right to payment of an Award Opportunity or Discretionary Bonus other than as an unsecured general creditor with respect to any payment to which he or she may be entitled.

17. Clawback. In addition to any other remedies available to the Company or a Subsidiary, any Award Opportunity or Discretionary Bonus granted or paid to a Participant shall be subject to forfeiture or repayment pursuant to the terms of any applicable compensation recovery policy maintained by the Company from time to time, including any such policy that may be adopted or amended to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act or any rules or regulations issued by the Securities and Exchange Commission rule or applicable securities exchange.

18. Section 409A. The Company intends that Award Opportunities and Discretionary Bonuses granted under the Plan be exempt from, or comply with, the requirements of Section 409A of the Code, and the Plan shall be interpreted, administered and governed in accordance with that intent. Although the Company intends to administer the Plan so that Award Opportunities and Discretionary Bonuses will be exempt from the requirements of Section 409A of the Code, the Company does not warrant that any Award Opportunity or Discretionary Bonus under the Plan will qualify for favorable tax treatment under Section 409A of the Code or any other provision of federal, state, local, or non-United States law. The Company shall not be liable to any Participant for any tax, interest, or penalties the Participant might owe as a result of the grant, vesting or payment of any Award Opportunity or Discretionary Bonus under the Plan.

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SCRIPPS EXECUTIVE SEVERANCE AND CHANGE IN CONTROL PLAN

(Effective as of February 25, 2020)

1. Establishment and Purpose of Plan. As of the Effective Date (as defined below), The E.W. Scripps Company established the Scripps Executive Severance and Change in Control Plan. The Plan is designed to provide severance protection to certain employees of the Company and its Subsidiaries who are expected to make substantial contributions to the success of the Company and thereby provide for stability and continuity of management. The benefits provided under this Plan shall be available to all Employees who, at or after the Effective Date, meet the eligibility requirements of Section 3. The Plan supersedes and replaces The E.W. Scripps Company Executive Severance Plan and the Scripps Senior Executive Change in Control Plan with respect to all Participants, effective as of the Effective Date.

2. Definitions. For purposes of the Plan, the following terms have the meanings set forth below:

"Accrued Rights" has the meaning given that term in Section 4(a) hereof.

"Annual Base Salary" means the Participant's annual rate of base salary in effect as of the Termination Date, and if the Termination Date occurs during a Change in Control Protection Period, prior to any reduction that would qualify as a Good Reason termination event.

"Cause" means: (a) the continued failure of the Participant to perform his or her duties with the Company or any of its Subsidiaries (other than any such failure resulting from any medically determined physical or mental impairment), that is not cured by the Participant within 20 calendar days after a written demand for performance is delivered to the Participant by the Company that specifically identifies the manner in which the Company believes that the Participant has not performed his or her duties; (b) the engaging by the Participant in misconduct that is detrimental to the financial condition or business reputation of the Company or any of its Subsidiaries, including due to any adverse publicity; (c) the Participant's commission of, or indictment for or otherwise being formally charged with any crime involving dishonesty or for any felony; (d) the Participant's unauthorized disclosure of the Company's confidential information; or (e) the Participant's breach of a material provision of the Company's written conduct policies, including but not limited to the Company's Employment Handbook and Code of Conduct. Notwithstanding the foregoing, during a Change in Control Protection Period, "Cause" shall mean (x) commission by the Participant of a felony or an act or series of acts that results in material injury to the business or reputation of the Company or any Subsidiary; (y) the willful failure of the Participant to perform his or her duties of employment, if such failure has not been cured in all material respects within 20 business days after the Company gives notice thereof; or (z) the Participant's breach of any material term, provision or condition of employment, which breach has not been cured in all material respects within 20 business days after the Company gives notice thereof.

"Change in Control" means (a) any Person (within the meaning of Section 3(a)(9) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and as used in Sections 13(d) and 14(d) of the Exchange Act, including a "group" within the meaning of Section 13(d) of the Exchange Act) becomes a Beneficial Owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a majority of the outstanding common voting shares, $.01 par value, of the Company (or shares of capital stock of the Company with comparable or unlimited voting rights), excluding, however, any person that is or becomes a party to the Scripps Family Agreement, dated October 15, 1992, as amended currently and as it may be amended from time to time in the future (the "Family Agreement"); (b) individuals who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or (c) assets of the Company accounting for 90% or more of the Company's revenues are disposed of pursuant to a merger, consolidation, sale, or plan of liquidation and dissolution (unless the parties to the Family Agreement have Beneficial Ownership of, directly or indirectly, a controlling interest (defined as owning a majority of the voting power) in the entity surviving such merger or consolidation or acquiring such assets upon such sale or in connection with such plan of liquidation and dissolution).

"Change in Control Protection Period" means the period beginning upon the occurrence of a Change in Control through and until the second anniversary of the occurrence of such Change in Control.

"COBRA" has the meaning given that term in Section 4(b)(iv) hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the Compensation Committee of the Board of Directors of the Company.

"Company" means The E.W. Scripps Company and any successor to its business or assets, by operation of law or otherwise.

"Disability" shall be defined by reference to the Company employee long-term disability plan covering the Participant.

"Effective Date" means February [•], 2020.

"Employee" means a full-time salaried employee of the Company or its Subsidiaries.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Good Reason" means the occurrence of any of the following events during a Change in Control Protection Period, without the Participant's consent: (a) a material diminution in the Participant's Annual Base Salary or Target Annual Incentive below the amount of Annual Base Salary or Target Annual Incentive in effect immediately prior to such Change in Control; (b) a material diminution in the Participant's authority, duties, or responsibilities as compared to his or her authority, duties, or responsibilities immediately prior to such Change in Control; (c) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Participant is required to report; (d) a material diminution in the budget over which the Participant retains authority as compared to the budget over which he or she had authority immediately prior to such Change in Control; (e) a material change in geographic location at which the Participant is principally employed as compared to the geographic location immediately prior to such Change in Control; or (f) the Company's material breach of this Plan or any material term, provision or condition of employment of the Participant, unless the Participant's employment is terminated for Cause within the applicable cure period set forth below. A termination of the Participant's employment shall not be deemed to be for Good Reason unless (x) the Participant gives written notice to the Company of the existence of the event or condition constituting Good Reason within 30 calendar days after becoming aware of the initial occurrence or existence of such event or condition, and (y) the Company fails to cure such event or condition within 30 calendar days after receiving such notice. Additionally, should the Company fail to reasonably cure such event or condition, the Participant must terminate his employment within 90 calendar days after becoming aware of the initial occurrence or existence of the event or condition constituting Good Reason for such termination to be "Good Reason" hereunder.

"Participant" means an Employee who meets the eligibility requirements of Section 3 hereof.

"Plan" means the Scripps Executive Severance and Change in Control Plan as set forth herein and as from time to time in effect.

"Pro-Rated Annual Incentive" has the meaning given that term in Section 4(b) hereof.

"Qualified Termination" means any termination of a Participant's employment: (a) at any time by the Company without Cause (and not as a result of the Participant's Disability or death); or (b) solely during the Change in Control Protection Period, by the Participant for Good Reason.

"Release" has the meaning given that term in Section 5 hereof.

"Section 409A" means Section 409A of the Code and any proposed, temporary or final regulations, or any other guidance, promulgated with respect to such Section 409A by the U.S. Department of Treasury or the Internal Revenue Service.

"Separation from Service" means a Participant's separation from service from the Company and its Subsidiaries within the meaning of Section 409A.

"Severance Multiple" means, with respect to a Participant, the severance multiple established by the Committee and communicated to the Participant by the Company. The Committee shall establish two different Severance Multiples for each Participant, so that one Severance Multiple applies to the Participant's Qualified Termination other than during a Change in Control Protection Period, and the other one applies to a Qualified Termination that occurs during a Change in Control Protection Period.

"Subsidiary" means a corporation, partnership, joint venture, unincorporated association or other entity in which the Company owns, directly or indirectly, an equity interest of fifty percent or more.

"Target Annual Incentive" means the amount of cash compensation that would be payable to the Participant under the annual incentive plan applicable to the Participant for the performance period during which the Termination Date occurs, computed assuming that the "target" level of performance has been achieved, and if the Termination Date occurs during a Change in Control Protection Period, prior to any reduction that would qualify as a Good Reason termination event.

"Termination Date" means the date on which a Participant has a Separation from Service.

3. Eligibility.

(a) Participation. Each person who is an Employee and who is designated by the Committee to be a Participant in this Plan shall be a Participant commencing on the date established by the Committee. In lieu of expressly designating Employees for participation in the Plan, the Committee may establish eligibility criteria providing for participation of all Employees who satisfy such criteria. Notwithstanding the foregoing, an Employee who is subject to an employment agreement with the Company or a Subsidiary shall not be eligible to participate in the Plan.

(b) Duration of Participation. A Participant shall cease to be a Participant and shall have no rights hereunder, without further action, when (i) he or she ceases to be an Employee, unless such Participant is then entitled to a severance payment as provided in Section 4 hereof, (ii) the Committee designates a Participant to be ineligible to continue to participate in this Plan as a result of a change in the Participant's job title or duties, or for any other reason, in accordance with Section 15 hereof, or (iii) the Plan terminates in accordance with Section 15 hereof. Notwithstanding the foregoing, a Participant entitled to a severance payment under Section 4 shall remain a Participant in this Plan until the full amount of the severance payment has been paid to the Participant.

(c) Employment Rights. Participation in the Plan does not alter the status of a Participant as an at-will employee, and nothing in the Plan will reduce or eliminate the right of the Company and its Subsidiaries to terminate a Participant's employment at any time for any reason or the right of a Participant to resign at any time for any reason.

4. Termination of Employment.

(a) Termination by the Company for Cause; Voluntary Resignation by the Participant. If a Participant's employment is terminated either (x) by the Company or its Subsidiaries for Cause at any time or (y) other than during a Change in Control Protection Period, by resignation of the Participant for any reason or no reason, or (z) during a Change in Control Protection Period, by resignation of the Participant without Good Reason, the Participant will not be entitled to any compensation or benefits under the Plan other than the sum of (i) the portion of the Participant's base salary earned through the Termination Date, to the extent not theretofore paid; (ii) the amount of any incentive compensation under the annual incentive plan applicable to the Participant that has been earned by the Participant for a completed performance period preceding the Termination Date, but has not yet been paid to the Participant; and (iii) any accrued paid-time off to the extent not theretofore paid (the sum of the amounts described in clauses (i), (ii) and (iii) shall be hereinafter referred to as the "Accrued Rights"). The Accrued Rights will be paid to the Participant in a single lump sum within 30 calendar days after the Participant's Termination Date (but in no event later than March 15 of the calendar year immediately following the year in which the amounts are earned), or as otherwise may be provided in a valid deferral election made pursuant to the terms of the Company's deferred compensation plan.

(b) Qualified Termination Other Than During a Change in Control Protection Period. If a Participant incurs a Qualified Termination other than during a Change in Control Protection Period, then the Participant will be entitled to receive the following payments:

(i) Accrued Rights. The Accrued Rights, payable in a single lump sum within 30 calendar days after the Participant's Termination Date (but in no event later than March 15 of the calendar year immediately following the year in which the amounts are earned).

(ii) Pro-Rated Annual Incentive. If and only if the Termination Date occurs after the first 45 calendar days of a performance period, a lump sum payment equal to the annual incentive that would have been payable under the annual incentive plan covering the Participant for that performance period, based on actual performance during the entire performance period and without regard to any discretionary adjustments that have the effect of reducing the amount of the annual incentive (other than discretionary adjustments applicable to all similarly-situated executives who did not terminate employment), pro-rated for the portion of the performance period through the Termination Date (the "Pro-Rated Annual Incentive"). Such payment shall be made at the same time that payments are made to other participants in the annual incentive plan for that performance period and shall be in lieu of any annual incentive that the Participant would have otherwise been entitled to receive under the terms of the annual incentive plan covering the Participant for the performance period during which the Termination Date occurs.

(iii) Severance Payment. Subject to Section 5 hereof, a lump sum payment equal to the product of (A) the sum of the Participant's Annual Base Salary and Target Annual Incentive, multiplied by (B) the Participant's Severance Multiple applicable to a Qualified Termination that occurs other than during a Change in Control Protection Period, payable within

20 calendar days after the Release described in Section 5 becomes effective and irrevocable in accordance with its terms.

(iv) Health Care Coverage. Subject to Section 5 hereof, an amount equal to the product of (A) twelve, multiplied by (B) the monthly cost payable by the Participant, as measured as of his or her Termination Date, to obtain coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") for the Participant and, if applicable, his or her spouse and eligible dependents under the Company's employee group health plan at the level in effect on such Termination Date. Such amount shall be payable in a single lump sum within 20 calendar days after the Release described in Section 5 becomes effective and irrevocable in accordance with its terms. Such amount shall be payable whether or not the Participant and his or her spouse and eligible dependents elect to continue medical care coverage under the Company's group health care plans under COBRA.

(v) Equity Awards. Subject to Section 5 hereof, all outstanding and unvested equity awards of the Company granted to the Participant shall become immediately vested and exercisable; *provided* that, any such awards with respect to which the number of shares underlying the award depends upon performance shall vest as if the Participant had remained employed for the entire applicable performance period, determined based upon actual performance during the entire performance period, and shall become payable at the same time that the applicable awards are payable to other active-employee participants for that performance period. In addition, and subject to Section 5 hereof, all outstanding and vested Company stock options (including those that vest pursuant to the operation of the immediately preceding sentence) will remain exercisable for the full duration of their term.

(c) Death or Disability. In the event of the termination of a Participant's employment with the Company and its Subsidiaries at any time (including during the Change in Control Protection Period) as a result of death or Disability, the Participant will be entitled to receive the following payments:

(i) Accrued Rights. The Accrued Rights, payable in a single lump sum within 60 calendar days after the Participant's Termination Date (but in no event later than March 15 of the calendar year immediately following the year in which the amounts are earned).

(ii) Pro-Rated Annual Incentive. If and only if the Termination Date occurs after the first 45 calendar days of a performance period, a Pro-Rated Annual Incentive for that performance period, payable at the same time that payments are made to other participants in the annual incentive plan covering the participant for the performance period in which the Termination Date occurs. Such payment shall be in lieu of any annual incentive that the Participant would have otherwise been entitled to receive under the terms of the annual incentive plan covering the Participant for the performance period during which the Termination Date occurs.

(iii) Annual Base Salary. Subject to Section 5 hereof, a lump sum payment equal to the Participant's Annual Base Salary, payable in a single lump sum within 60 calendar days after the Participant's Termination Date (which payment shall serve as an offset to any salary

continuation benefits provided under the applicable Company employee long-term disability plan to the extent provided in that plan).

(d) Qualified Termination During a Change in Control Protection Period. If a Participant incurs a Qualified Termination during a Change in Control Protection Period, then, subject to Section 5 hereof, the Participant will be entitled to receive the following payments:

(i) Severance. The Company shall pay or provide, or cause to be paid or provided, to the Participant the payments and benefits set forth in Section 4(b) above, provided that (A) the Severance Multiple referenced in Section 4(b)(iii)(B) of the Plan shall mean the Severance Multiple applicable to the Participant in the event a Qualified Termination occurs during a Change in Control Protection Period; (B) the Pro-Rated Annual Incentive shall be calculated assuming that "target" performance had been achieved for each performance goal, rather than based on actual performance results; and (C) unless the provisions of Section 4(b)(v) hereof provide a greater benefit to the Participant (in which case those provisions shall control), the vesting of equity awards shall be governed by the terms of the applicable Company equity plan and award agreements in lieu of the treatment provided in Section 4(b)(v).

(ii) SERP Enhancement. In addition to the payments and benefits set forth in Section 4(b) of the Plan (as modified by Section 4(d)(i) above), the Company shall pay, or cause to be paid, to the Participant an amount equal to the excess, if any, of (A) the actuarial equivalent of the benefit under the Company's Supplemental Executive Retirement Plan that the Participant would receive under the terms of that plan as in effect on the Change in Control if the Participant's age (but not his years of service) were increased by the number of years equal to his Severance Multiple that applies to a Qualified Termination that occurs during a Change in Control Protection Period, over (B) the actuarial equivalent of the Participant's actual benefit under the Supplemental Executive Retirement Plan as of the Termination Date (the "SERP Enhancement"), which amount shall be payable within 20 calendar days after the Release described in Section 5 becomes effective and irrevocable in accordance with its terms. In calculating the SERP Enhancement, the Company shall use actuarial assumptions no less favorable to the Participant than the most favorable of those in effect under the Company's qualified defined benefit plan applicable to the Participant at any time from the day immediately prior to the Change in Control.

(e) Section 280G. Notwithstanding anything in this Plan to the contrary, in the event it shall be determined that any payment or distribution by the Company or any of its affiliated companies to or for the benefit of the Participant (whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise) (a "Payment") would be an excess parachute payment within the meaning of section 280G of the Code (such excess only, an "Excess Payment"), then the Participant shall forfeit the Excess Payments to the extent the after-tax value to the Participant of the Payments as reduced by such forfeiture would be greater than the after-tax value to the Participant of the Payments absent such forfeiture. The forfeiture of Excess Payments, if applicable, shall be applied by: first reducing the cash severance described in Section 4(d)(i)(A) hereof, then to cancellation of accelerated vesting of performance-based equity awards (based on the reverse order of the date of grant), then to cancellation of accelerated vesting of other equity awards (based on the reverse order of the date of grant), and then to any other Payments on a pro-

rata basis. All determinations required to be made under this Section 4(e), and the assumptions to be used in arriving at such determination, shall be made by a major accounting firm with expertise in such matters designated by the Company (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Participant. In connection with making determinations under this Section 4(e), the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by the Participant before or after the change in control, including any noncompetition provisions that may apply to the Participant (whether or not set forth in this Plan), and the Company shall cooperate in the valuation of any such services, including any noncompetition provisions. Any determination by the Accounting Firm in good faith shall be binding upon the Company and the Participant. All fees and expenses of the Accounting Firm for services performed pursuant to this Section 4(e) shall be borne solely by the Company.

5. Release. The compensation and benefits to be provided under Sections 4(b)(iii), 4(b)(iv), 4(b)(v), 4(c)(iii), 4(d)(i) or 4(d)(ii) hereof shall be provided only if the Participant (or, in the case of death or Disability of the Participant, the Participant's legal representative, if applicable) timely executes and does not timely revoke a release of claims on a form provided by the Company (the "Release"). The Release must be signed by the Participant or his or her legal representative, if applicable, and become effective and irrevocable in accordance with its terms (taking into account any applicable revocation period set forth therein), within 52 days after the Termination Date. If the Participant fails to execute and furnish the Release, or if the Release furnished by the Participant has not become effective and irrevocable in accordance with its terms (taking into account any applicable revocation period set forth therein) by the 52nd day after the Participant's Termination Date, the Participant will not be entitled to any payment or benefit under the Plan other than the Accrued Rights and the Pro-Rated Annual Incentive. The Company's payment obligations and the Participant's right to any severance benefits under Sections 4(b)(iii), 4(b)(iv), 4(b)(v), 4(c)(iii), 4(d)(i) and 4(d)(ii) hereof shall cease in the event the Participant breaches the Release. Any such cessation of payment shall not reduce any monetary damages that may be available to the Company as a result of such breach.

6. No Mitigation. In no event shall the Participant be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

7. Effect on Other Plans, Agreements and Benefits. Except to the extent expressly set forth herein, any benefit or compensation to which a Participant is entitled under any agreement between the Participant and the Company or any of its Subsidiaries or under any plan maintained by the Company or any of its Subsidiaries in which the Participant participates or participated shall not be modified or lessened in any way, but shall be payable or provided according to the terms of the applicable plan or agreement. Further, the Participant's voluntary termination of employment, with or without Good Reason, shall in no way affect the Participant's ability to terminate employment by reason of the Participant's "retirement" under, or to be eligible to receive benefits under, any compensation and benefits plans, programs or arrangements of the Company, including, without limitation, any retirement or pension plans or arrangements or substitute plans adopted by the Company, and any termination which otherwise qualifies as Good Reason shall be treated as such

even if it is also a "retirement" for purposes of any such plan. Notwithstanding the foregoing, any benefits received by a Participant pursuant to this Plan shall be in lieu of any severance benefits to which the Participant would otherwise be entitled under any general severance policy or other severance plan maintained by the Company for its management personnel (other than a stock option, restricted stock, supplemental retirement, deferred compensation or similar plan or agreement which may contain provisions operative on a termination of the Participant's employment or may incidentally refer to accelerated vesting or accelerated payment upon a termination of employment). Any economic or other benefit to a Participant under this Plan, other than the Accrued Rights, will not be taken into account in determining any benefits to which the Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company and its Subsidiaries, unless provided otherwise in any such plan.

8. Administration. The Plan shall be administered by the Committee, which shall be the plan administrator for purposes of ERISA. The Committee shall have complete discretion to interpret where necessary all provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to make factual findings with respect to any issue arising under the Plan, to determine the rights and status under the Plan of Participants or other persons, to resolve questions (including factual questions) or disputes arising under the Plan and to make any determinations with respect to the benefits payable under the Plan and the persons entitled thereto as may be necessary for the purposes of the Plan. Without limiting the generality of the foregoing, the Committee is hereby granted the authority (a) to determine whether a particular employee is a Participant, and (b) to determine if a person is entitled to benefits hereunder and, if so, the amount and duration of such benefits. This provision is included in the Plan for the express purpose of giving and granting to the Committee the maximum discretionary authority possible under *Firestone Tire and Rubber Company v. Bruch*, 489 U.S. 101 (1989). The Committee's determination of the rights of any person hereunder shall be final and binding on all persons, subject only to the provisions of Section 9 hereof. The Committee may delegate any of its administrative duties, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of benefits, to a named administrator or administrators.

9. Claims Procedure.

(a) In General. Any person who thinks that he or she is entitled to receive a benefit under the Plan shall make application in writing on the form and in the manner prescribed by the Committee. If any claim for benefits filed by any person under the Plan (the "claimant") is denied in whole or in part, the Committee shall issue a written notice of such adverse benefit determination to the claimant. The notice shall be issued to the claimant within a reasonable period of time but in no event later than 90 calendar days from the date the claim for benefits was filed. The notice issued by the Committee shall be written in a manner calculated to be understood by the claimant, and shall include the following: (i) the specific reason or reasons for any adverse benefit determination; (ii) the specific Plan provisions on which any adverse benefit determination is based; (iii) a description of any further material or information that is necessary for the claimant to perfect his or her claim and an explanation of why the material or information is needed; and (iv) an explanation of the Plan's claim review procedure and time limits applicable to the Plan's claim

review procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review. The Committee shall comply with the additional requirements prescribed by DOL Reg. 2560.503-1 for claims including a determination of Disability.

(b) Appeal. If the Committee denies a claim for benefits in whole or in part, or the claim is otherwise deemed to have been denied, the claimant or his or her duly authorized representative may submit to the Committee a written request for review of the claim denial within 60 calendar days of the receipt of the notice of adverse benefit determination, which request shall contain the following information: (i) the date on which the claimant's request was filed with the Committee; provided, however, that the date on which the claimant's request for review was in fact filed with the Committee shall control in the event that the date of the actual filing is later than the date stated by the claimant pursuant to this clause (i); (ii) the specific portions of the adverse benefit determination which the claimant requests the Committee to review; (iii) a statement by the claimant setting forth the basis upon which he or she believes the Committee should reverse the previous adverse benefit determination and accept his or her claim as made; and (iv) any written material (offered as exhibits) which the claimant desires the Committee to examine in its consideration of his or her position as stated pursuant to clause (iii) of this paragraph. The claimant or his or her duly authorized representative may: (x) submit written comments, documents, records and other information relating to the claim for benefits, and (y) review pertinent documents, including, upon request in the manner and form prescribed by the Committee and free of charge, be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

(c) Review. The review by the Committee shall take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Committee shall furnish a written decision on review not later than 60 calendar days after receipt of the written request for review of the adverse benefit determination, unless special circumstances require an extension of the time for processing the appeal. If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension, and the Committee shall furnish a written decision on review not later than 120 calendar days after receipt of the written request for review of the adverse benefit determination. The decision on review shall be in writing, shall be written in a manner calculated to be understood by the claimant, and, in the case of an adverse benefit determination on review, shall include (i) specific reasons for the adverse benefit determination, (ii) references to the specific Plan provisions on which the decision is based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits, (iv) a statement that there is no voluntary appeal procedure offered by the Plan, and (v) a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review. The Committee shall comply with the additional requirements prescribed by DOL Reg. 2560.503-1 for review of claims including a determination of Disability.

10. Participants Deemed to Accept Plan. By accepting any benefit under the Plan, each Participant and each person claiming under or through any such Participant shall be conclusively deemed to have indicated his or her acceptance and ratification of, and consent to, all of the terms and conditions of the Plan and any action taken under the Plan by the Committee or the Company or its Subsidiaries, in any case in accordance with the terms and conditions of the Plan.

11. Successors.

(a) Company Successors. This Plan shall bind any successor of the Company, its assets or its businesses (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would be obligated under this Plan if no succession had taken place. In the case of any transaction in which a successor would not by the foregoing provision or by operation of law be bound by this Plan, the Company shall require such successor expressly and unconditionally to assume and agree to perform the Company's obligations under this Plan, in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. The term "Company," as used in this Plan, shall mean the Company as heretofore defined and any successor or assignee to the business or assets which by reason hereof becomes bound by this Plan.

(b) Participant Successors. This Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees and/or legatees. The rights under this Plan are personal in nature and neither the Company nor any Participant shall, without the consent of the other, assign, transfer or delegate any rights or obligations hereunder except as expressly provided in this Section 11. Without limiting the generality of the foregoing, the Participant's right to receive a benefits hereunder shall not be assignable, transferable or delegable, whether by pledge, creation of a security interest or otherwise, other than by a transfer by his or her will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 11(b), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

12. Unfunded Plan Status. All payments pursuant to the Plan shall be made from the general funds of the Company and no special or separate fund shall be established or other segregation of assets made to assure payment. No Participant or other person shall have under any circumstances any interest in any particular property or assets of the Company as a result of participating in the Plan.

13. Withholding. The Company may deduct and withhold from any amounts payable under the Plan such federal, state, local, foreign or other taxes as are required to be withheld pursuant to any applicable law or regulation.

14. Notice. All notices and other communications provided for in this Plan shall be in writing and shall be given to the other party by hand delivery, by electronic mail, or by private overnight delivery, in each case with proof of receipt, addressed as follows: (i) if to a Participant, at the most recent address in the records of the Company, and (ii) if to the Company, The E. W.

Scripps Company, 28th Floor, 312 Walnut Street, Cincinnati, Ohio, 45202, Attention: General Counsel or Chief Executive Officer. Notice and communications shall be effective when actually received by the addressee.

15. Amendment and Termination.

(a) Amendment. The Committee expressly reserves the right, at any time and from time to time, without either the consent of or any prior notification to Participants, to amend, suspend or terminate the Plan, in whole or in part.

(b) Effect of Amendment or Termination. Notwithstanding the foregoing, (i) no amendment or termination of the Plan shall impair the rights of a Participant who is entitled to a severance payment as provided in Section 4 unless such amendment or termination is agreed to in a writing signed by the Participant (or his or her legal representative) and the Company; and (ii) the Company shall provide written notice to each affected Participant, in accordance with Section 14 hereof, at least ninety (90) calendar days prior to the effectiveness of the termination of the Plan, the removal of an individual as a Participant in the Plan, or any other amendment to the Plan that materially impairs the rights of the Participant under the Plan. Notwithstanding the foregoing, during a Change in Control Protection Period, the Plan shall not be subject to termination, modification or amendment in any respect which materially impairs the rights of the Participants hereunder (including the removal of an individual as a Participant) without the consent of each Participant so affected.

16. Governing Law. Except to the extent preempted by federal law, the provisions of the Plan shall be governed and construed in accordance with the laws of the State of Ohio.

17. Validity and Severability. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Headings; Interpretation. Headings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof. Unless the context clearly requires otherwise, the masculine pronoun wherever used herein shall be construed to include the feminine pronoun.

19. Section 409A. It is intended that the payments provided under Section 4 of this Plan shall be exempt from the application of the requirements of Section 409A. This Plan shall be construed, administered, and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Specifically, any taxable benefits or payments provided under this Plan are intended to be separate payments that qualify for the “short-term deferral” exception to Section 409A to the maximum extent possible, and to the extent they do not so qualify, are intended to qualify for the separation pay exceptions to Section 409A, to the maximum extent possible. If none of these exceptions (or any other available exception) applies, then notwithstanding anything contained herein to the contrary, and to the extent required

to comply with Section 409A, the payment shall be made on the first business day of the seventh month following the Termination Date. To the extent that the period during which a Participant's Release must become effective and irrevocable pursuant to Section 5 hereof begins in one calendar year and ends in a second calendar year, any payments subject to Section 409A shall be made or commence, to the extent required to comply with Section 409A, in the second calendar year and after the Participant's Release has become effective and irrevocable in accordance with its terms. The payments and benefits provided under this Plan may not be deferred, accelerated, extended, paid out or modified in a manner that would result in the imposition of an additional tax under Section 409A upon Participants. Although the Company will use its best efforts to avoid the imposition of taxation, interest and penalties under Section 409A, the tax treatment of the benefits provided under this Plan is not warranted or guaranteed. Neither the Company, its Subsidiaries nor their respective directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant (or any other individual claiming a benefit through the Participant) as a result of this Plan.

[END OF DOCUMENT]

EXECUTION VERSION

FIFTH AMENDMENT TO
THIRD AMENDED AND RESTATED CREDIT AGREEMENT (REFINANCING TERM LOANS)

THIS FIFTH AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (REFINANCING TERM LOANS), dated as of December 18, 2019 (this "Amendment"), is by and among THE E.W. SCRIPPS COMPANY, an Ohio corporation (the "Borrower"), WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), each Tranche B-2 Lender (as defined herein) and each Additional Tranche B-2 Lender (as defined herein).

W I T N E S S E T H:

WHEREAS, the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent entered into that certain Third Amended and Restated Credit Agreement, dated as of April 28, 2017 (as amended by the First Amendment to Third Amended and Restated Credit Agreement (Incremental Facility) dated as of October 2, 2017, the Second Amendment to Third Amended and Restated Credit Agreement dated as of April 3, 2018, the Third Amendment to Third Amended and Restated Credit Agreement dated as of November 20, 2018, the Fourth Amendment to Third Amended and Restated Credit Agreement (Incremental Facility) dated as of May 1, 2019, and as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement" and, the Credit Agreement, as amended by this Amendment, the "Amended Credit Agreement");

WHEREAS, pursuant to Section 2.24(e) of the Credit Agreement, the Borrower may establish Refinancing Term Loans in accordance with the terms and conditions of the Credit Agreement, the net cash proceeds of which are used to refinance in whole or in part any Class of Term Loans;

WHEREAS, the Borrower hereby notifies the Administrative Agent of its request to establish Refinancing Term Loans (the "Tranche B-2 Term Loans" and the Term Loan Commitments relating thereto, the "Tranche B-2 Term Loan Commitments") pursuant to Section 2.24(e) of the Credit Agreement in an aggregate principal amount equal to $761,175,000, the proceeds of which will be used to repay in full (the "Refinancing", together with the other transactions contemplated by this Amendment, the "Transactions") the principal amount of the Tranche B-1 Term Loans outstanding under the Credit Agreement prior to the effectiveness of this Amendment (the "Existing Tranche B-1 Term Loans" and the Lenders holding such Existing Tranche B-1 Term Loans, the "Existing Tranche B-1 Lenders");

WHEREAS, certain Persons party to this Amendment willing to provide Tranche B-2 Term Loan Commitments with respect to the Tranche B-2 Term Loans (such Persons, and any permitted assignees thereof, the "Additional Tranche B-2 Lenders") have indicated their willingness to make such Tranche B-2 Term Loans on the terms and subject to the conditions herein;

WHEREAS, upon the Fifth Amendment Effective Date (as defined below), each Existing Tranche B-1 Lender that shall have executed and delivered a settlement election substantially in the form of Annex B hereto (a "Settlement Election") indicating the "Cashless Settlement Option" (each, a "Cashless Option Lender") shall be deemed to have exchanged all of its Existing Tranche B-1 Term Loans for Tranche B-2 Term Loans in the same aggregate principal amount as such Existing Tranche B-1 Lender's Existing Tranche B-1 Term Loans as of the Fifth Amendment Effective Date and prior to giving effect to this Amendment, and such Existing Tranche B-1 Lender shall thereafter become a Tranche B-2 Lender (to be defined in the Amended Credit Agreement) in accordance with the provisions hereof;

WHEREAS, upon the Fifth Amendment Effective Date, each Additional Tranche B-2 Lender will make Additional Tranche B-2 Term Loans (as defined in Section 2 below) to the Borrower, the proceeds of which will be used by the Borrower to repay in full the outstanding principal amount of Existing Tranche B-1 Term Loans that are not exchanged for Tranche B-2 Term Loans, as well as to prepay Existing Tranche B-1 Term Loans from Existing Tranche B-1 Lenders that execute and deliver a Settlement Election indicating the "Post-Closing Settlement Option" (each, a "Post-Closing Option Lender"), and the Borrower shall pay to such Existing Tranche B-1 Lender all accrued and unpaid interest through, but not including, the Fifth Amendment Effective Date with respect to the Existing Tranche B-1 Term Loans;

WHEREAS, immediately prior to the Fifth Amendment Effective Date, the outstanding aggregate principal amount of (i) Tranche B Term Loans are $294,000,000 and (ii) Tranche B-1 Term Loans are $761,175,000, and upon the Fifth Amendment Effective Date, after giving effect to the Transactions, the outstanding aggregate principal amount of (x) Tranche B Term Loans will be $294,000,000, (y) Tranche B-1 Term Loans will be $0 and (z) Tranche B-2 Term Loans will be $761,175,000;

WHEREAS, Section 10.2 of the Credit Agreement provides that the Borrower and the Administrative Agent may, with consent of the Required Lenders (as defined in the Credit Agreement), amend certain provisions of the Credit Agreement or any other Loan Documents (as defined in the Credit Agreement), including certain of the amendments provided for herein;

WHEREAS, the parties hereto are willing to amend the Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

SECTION 1. Definitions. Except as otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Amended Credit Agreement.

SECTION 2. Refinancing Term Loans.

(a) Tranche B-2 Term Loans. On and subject to the terms and conditions set forth herein, on the date all of the conditions precedent in Section 4 are satisfied or waived, each Additional Tranche B-2 Lender severally (and not jointly) agrees to make a Tranche B-2 Term Loan to the Borrower in a principal amount equal to the amount corresponding to such Additional Tranche B-2 Lender's "Tranche B-2 Term Loan Commitment" as set forth on Schedule A attached hereto (the "Additional Tranche B-2 Term Loans"). Each Tranche B-2 Term Loan Commitment shall be a "Term Loan Commitment" and each Additional Tranche B-2 Lender shall be a Tranche B-2 Lender for all purposes under the Amended Credit Agreement. Each Tranche B-2 Term Loan made by an Additional Tranche B- 2 Lender pursuant to this Amendment shall have the terms set forth herein and in the Amended Credit Agreement.

(b) Tranche B-2 Lenders. Each Tranche B-2 Lender (i) confirms that a copy of the Credit Agreement and the other applicable Loan Documents, together with copies of such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment and make the Tranche B-2 Term Loan, have been made available to such Tranche B-2 Lender; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or Wells Fargo Securities, LLC, Morgan Stanley Senior Funding, Inc., SunTrust Robinson Humphrey, Inc., BofA Securities, Inc., Fifth Third Bank, PNC Capital Markets, LLC or U.S. Bank National Association (the "Fifth Amendment Lead Arrangers"), each in its capacity as a joint lead arranger and bookrunner with respect to this Amendment, or any other Lender or agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or the other applicable Loan Documents, including this Amendment; and (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the

Amended Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto. Each Tranche B-2 Lender that is not a Lender immediately prior to the effectiveness of this Amendment acknowledges and agrees that, upon the Fifth Amendment Effective Date, such Tranche B-2 Lender shall be a "Term Loan Lender" and a "Lender" under, and for all purposes of, the Amended Credit Agreement and the other Loan Documents, and shall be subject to and bound by the terms thereof, and shall perform all obligations of and shall have all rights and benefits of a Term Loan Lender and a Lender thereunder.

(c) Credit Agreement Governs Terms. Each reference to a "Term Loan" or "Term Loans" in the Amended Credit Agreement shall be deemed to include the Tranche B-2 Term Loans and the Tranche B-2 Term Loans shall be subject to the provisions, including any provisions restricting the rights, or regarding the obligations, of the Loan Parties or any provisions regarding the rights of the Term Loan Lenders, of the Amended Credit Agreement and the other Loan Documents. Without limiting the foregoing, the Tranche B-2 Term Loans (and all interest and other amounts payable thereon or with respect thereto) shall be (i) "Obligations" under and as defined in the Amended Credit Agreement, (ii) secured by the Collateral under the relevant Security Documents and (iii) guaranteed under the Subsidiary Guaranty Agreement, in each case, on a *pari passu* basis with all Revolving Loans, Swingline Loans and the Tranche B Term Loans.

SECTION 3. Amendments to the Loan Documents. Effective as of the Fifth Amendment Effective Date, the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Credit Agreement attached as Annex C hereto.

SECTION 4. Conditions Precedent. The effectiveness of this Amendment and the obligation of each Tranche B-2 Lender and/or Additional Tranche B-2 Lender to make its Tranche B-2 Term Loans hereunder are subject to the satisfaction or waiver of each of the following conditions precedent (the date on which all such conditions precedent are satisfied or waived, the "Fifth Amendment Effective Date"):

(a) the Administrative Agent shall have received each of the following in form and substance reasonably satisfactory to the Administrative Agent and the Fifth Amendment Lead Arrangers:

i. counterparts of this Amendment duly executed by each of the Loan Parties party hereto, the Administrative Agent, each Tranche B-2 Lender (which, for the avoidance of doubt, can be in the form of any Settlement Election executed by any Cashless Option Lender or Post-Closing Option Lender) and each Additional Tranche B-2 Lender;

ii. a Notice of Borrowing for the Additional Tranche B-2 Term Loans in accordance with the Credit Agreement;

iii. a certificate from a Responsible Officer of the Borrower, certifying that the conditions set forth in clauses (b), (c) and (d) of this Section 4 have been satisfied;

iv. a certificate of each Loan Party, which shall (A) certify the resolutions of its board of directors, members or other body authorizing the execution, delivery and performance of this Amendment and the Refinancing as well as any other related ancillary documents, (B) identify by name and title and bear the signatures of the officers of each such Loan Party authorized to sign this Amendment and any other Loan Document in connection herewith to which it is a party and (C) contain appropriate attachments, including the Organizational Documents of each such Loan Party certified, if applicable, by the relevant authority of the

jurisdiction of organization of such Loan Party and a good standing certificate (if relevant) as of a recent date for such Loan Party from its jurisdiction of organization;

v. a customary legal opinion of Dickinson Wright PLLC, counsel to the Loan Parties, together with local counsel opinions reasonably requested by the Administrative Agent, in each case addressed to the Administrative Agent and each of the Lenders (which shall expressly permit reliance by the successors and assigns of the Lenders and the Administrative Agent), and covering such matters relating to the Loan Parties, this Amendment, the Loan Documents and the Transactions as the Administrative Agent shall reasonably request;

vi. a certificate from the treasurer of the Borrower (in the form of Annex D to this Amendment) certifying that after giving pro forma effect to the Transactions, the Borrower and its Subsidiaries (on a consolidated basis) are solvent;

vii. (x) at least 5 Business Days prior to the Fifth Amendment Effective Date (if requested in writing of the Borrower at least 7 Business Days prior to the Fifth Amendment Effective Date), all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations (including without limitation, the Patriot Act) and (y) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation and is not excluded from the definition of "legal entity customer" under the Beneficial Ownership Regulation, at least 5 Business Days prior to the Fifth Amendment Effective Date, any Beneficial Ownership Certification;

viii. a duly executed Perfection Certificate (or update to the existing Perfection Certificate) duly completed and executed by each Loan Party, as the Administrative Agent shall reasonably request;

ix. duly executed Notes payable to each requesting Lender (if any);

x. a duly executed funds flow memorandum with respect to the Transactions, together with a report setting forth the sources and uses of proceeds of any Loan incurred on the Fifth Amendment Effective Date;

xi. a Reaffirmation of Obligations under the Loan Documents attached as Annex A hereto (the "Reaffirmation") duly executed by each of the Loan Parties (other than the Borrower);

(b) no Default or Event of Default shall exist immediately before or after giving effect to the Fifth Amendment Effective Date;

(c) all representations and warranties of the Loan Parties set forth in the Loan Documents are true and correct in all material respects on and as of the Fifth Amendment Effective Date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties are true and correct in all material respects as of such earlier date), in each case before and after giving effect to the Fifth Amendment Effective Date;

(d) since December 31, 2018, there has been no change which has had or could reasonably be expected to have a Material Adverse Effect;

(e) the Borrower shall have paid in full all accrued and unpaid interest owing in respect of the Existing Tranche B-1 Term Loans as of the Fifth Amendment Effective Date; and

(f) the fees in the amounts previously agreed in writing by the Borrower and the Fifth Amendment Lead Arrangers, as applicable, to be received on the Fifth Amendment Effective Date and all reasonable and documented or invoiced out-of-pocket costs and expenses (including the reasonable fees, charges of a single counsel to the Fifth Amendment Lead Arrangers) incurred in connection with the Transactions for which invoices have been presented at least one (1) Business Day prior to the Fifth Amendment Effective Date shall, upon the Borrowing of the Tranche B-2 Term Loans, have been, or will be substantially simultaneously, paid in full.

SECTION 5. Representations. Each of the Loan Parties represents and warrants to the Administrative Agent, the Fifth Amendment Lead Arrangers and each of the Tranche B-2 Lenders, Additional Tranche B-2 Lenders and Lenders that:

(a) Loan Document Representations. All representations and warranties of the Loan Parties set forth in the Loan Documents are hereby made on and as of the date hereof except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date), in each case immediately before and after giving effect to the Transactions.

(b) Existence and Power. Each Loan Party has all requisite power and authority and all requisite licenses, authorizations, consents and approvals to execute, deliver and perform its respective obligations under this Amendment and the other Loan Documents to which it is a party.

(c) Authorization; No Contravention. The execution, delivery and performance by each Loan Party of this Amendment, the Amended Credit Agreement and each other Loan Document executed in connection herewith to which such Person is a party, and the consummation of the Transactions, (i) are within such Loan Party's corporate or other organizational powers, have been duly authorized by all necessary corporate or other organizational action, and (ii) do not and will not (A) contravene the terms of any of such Person's Organization Documents, (B) conflict with or result in any breach or contravention of, or result in the creation of any Lien under (other than as permitted by
Section 7.2 of the Credit Agreement), or require any payment to be made under, (1) any Material Contract to which such Person is a party or the properties of such Person or any of its Subsidiaries is subject or (2) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, or (C) violate any Applicable Law; except with respect to any conflict, breach, contravention or payment (but not creation of Liens) referred to in clause (ii)(B) or (C), to the extent that such conflict, breach, contravention or payment would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Governmental Approvals; No Conflicts. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment, the Amended Credit Agreement or any other Loan Document executed in connection herewith, or for the consummation of the transactions contemplated hereby or thereby, except
(A) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (B) any filings, action, notice, approval, exemption, authorization or consent required under applicable securities and FCC laws and regulations.

(e) Binding Effect. This Amendment and each other Loan Document executed in connection herewith has been duly executed and delivered by each Loan Party that is party hereto or thereto. This Amendment, the Amended Credit Agreement and each other Loan Document executed in connection herewith constitutes a legal, valid and binding obligation of each Loan Party that is party hereto or thereto, enforceable against each Loan Party that is party hereto or thereto in accordance with its respective terms, except

as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by principles of equity.

(f) No Impairment. The execution, delivery, performance and effectiveness of this Amendment, the Amended Credit Agreement or any other Loan Document in connection herewith will not impair the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document.

(g) No Default. No Default or Event of Default has occurred and is continuing as of the date hereof, nor will any Default or Event of Default exist immediately after giving effect to the Transactions.

(h) Beneficial Ownership Certification. As of the Fifth Amendment Effective Date, all of the information included in any Beneficial Ownership Certification provided is true and correct.

(i) Reaffirmation. The signatories to the Reaffirmation represent all Persons who are, or are required to be, Loan Parties (other than the Borrower) as of the date hereof.

SECTION 6. Reaffirmation of Security/Guaranty Documents.

(a) Each Loan Party hereby acknowledges its receipt of a copy of this Amendment and its review of the terms and conditions hereof and consents to the terms and conditions of this Amendment and the transactions contemplated hereby, including the extension of credit in the form of the Tranche B-2 Term Loans. Each Loan Party hereby acknowledges, ratifies, reaffirms and confirms its continuing obligations to the Administrative Agent and the Secured Parties under the Security Documents and agrees that the transactions contemplated by this Amendment shall not in any way affect the validity and enforceability of the Subsidiary Guaranty Agreement, or reduce, impair or discharge the obligations of each Loan Party thereunder. Each Guarantor hereby acknowledges that the Tranche B-2 Term Loans constitute (and shall be included in the definition of) "Guarantied Obligations" under the Subsidiary Guaranty Agreement.

(b) Each Loan Party acknowledges, ratifies, reaffirms and confirms that (i) all Liens granted to the Administrative Agent for the benefit of the Secured Parties under the Security Documents remain in full force and effect and shall continue to secure the Obligations with the same priority and (ii) the validity, perfection, enforceability or priority of such Liens will not be impaired by this Amendment.

(c) Nothing in this Amendment or in any of the transactions contemplated hereby is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the Obligations of the Borrower under the Credit Agreement or to modify, affect or impair the perfection, priority or continuation of the security interests in, security titles to or other Liens on any Collateral for the Obligations.

SECTION 7. Certain References. Upon the effectiveness of this Amendment, each reference to the Credit Agreement in any of the Loan Documents shall be deemed to be a reference to the Amended Credit Agreement.

SECTION 8. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF NEW YORK.

SECTION 10. Effect.

(a) Except as expressly set forth in Section 2 and Section 3 (including Annex C) hereof, the terms and conditions of the Credit Agreement and the other Loan Documents remain unchanged and continue to be in full force and effect. The amendments contained in Section 2 and Section 3 (including Annex

C) hereof shall be deemed to have prospective application only. The Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects.

(b) Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Credit Agreement or any of the other Loan Documents, or constitute a course of conduct or dealing among the parties. The Administrative Agent and the Lenders reserve all rights, privileges and remedies under the Loan Documents.

(c) This Amendment, together with the other Loan Documents, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on such subject matter. This Amendment shall for all purposes be deemed to be a "Loan Document" under the Credit Agreement and entitled to the benefits thereof.

SECTION 11. Further Assurances. Each Loan Party agrees to take all further actions and execute such other documents and instruments as the Administrative Agent may from time to time reasonably request to carry out the transactions contemplated by this Amendment, the Loan Documents and all other agreements executed and delivered in connection herewith.

SECTION 12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile, email or other electronic transmission of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment.

SECTION 13. Amendments and Waivers. No amendment or waiver of any provision of this Amendment, and no consent to any departure by a Borrower therefrom, shall be effective unless in writing signed by the Administrative Agent, the Tranche B-2 Lenders, the Additional Tranche B-2 Lenders and the Borrower, and each such waiver, amendment or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Severability. If any provision of this Amendment is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 15. Headings. Headings and captions used in this Amendment are included for convenience of reference only and shall not be given any substantive effect.

SECTION 16. Expenses; Indemnification. Each Loan Party agrees that the terms and provisions of Section 10.3 of the Credit Agreement are incorporated herein by reference and apply *mutatis mutandis* to the activities of each Fifth Amendment Lead Arranger in connection with this Amendment (whether or not effective and whether prior, on or after the date hereof).

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to Third Amended and Restated Credit Agreement (Refinancing Term Loans) to be duly executed as of the date first above written.

BORROWER:

THE E. W. SCRIPPS COMPANY

/s/ Lisa A. Knutson
By: Name: Lisa A. Knutson
Title: Executive Vice President and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Administrative Agent and Additional Tranche B-2 Lender

By: /s/ Daniel Kurtz
Name: Daniel Kurtz
Title: Director

SCHEDULE A

Tranche B-2 Term Loan Commitments

Additional Tranche B-2 Lender	Tranche B-2 Term Loan Commitment
Wells Fargo Bank, National Association	$761,175,000
Total:	**$761,175,000**

ANNEX A

Reaffirmation of Obligations under the Loan Documents

Each of the undersigned hereby (i) expressly acknowledges the terms of the Fifth Amendment to the Third Amended and Restated Credit Agreement, dated as of December 18, 2019 (the "Amendment"), (ii) agrees that Section 6 of the Amendment is incorporated herein *mutatis mutandis* and (iii) without duplicating any of the foregoing, (x) reaffirms the covenants, agreements and its continuing obligations (including its guarantee) owing to the Administrative Agent and each Lender under each Loan Document to which such Person is a party, (y) agrees that, except as provided in the Amendment, the following shall not in any way affect the validity and enforceability of any such Loan Document, or reduce, impair or discharge the obligations of or Collateral given by such Person thereunder: (a) the departure from the terms of the Credit Agreement pursuant to the terms of the Amendment; or (b) any of the other transactions contemplated by the Amendment and (z) without limiting the generality of any of the foregoing, affirms and agrees that the Security Documents to which each of the Loan Parties is a party and all of the Collateral do, and shall continue to, secure payment of all of the Obligations.

Each of the undersigned further agrees (i) that references contained in any Loan Document to the "Credit Agreement" shall be deemed to be references to the Credit Agreement, taking into account the terms of the Amendment and (ii) that each of the Loan Documents to which it is a party is and shall remain in full force and effect.

This reaffirmation shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Reaffirmation of Obligations under the Loan Documents as of December 18, 2019.

Scripps Media, Inc.
Scripps Broadcasting Holdings LLC Media Convergence Group, Inc.
90028 Media, LLC
Triton Digital, Inc. Bounce Media, LLC Brown Sugar, LLC Trumpet 25 LLC
Katz Broadcasting Holdings, LLC Katz Broadcasting, LLC
Escape Media, LLC Laff Media, LLC Grit Media, LLC
Sangre de Cristo Communications, LLC KRTV Communications, LLC
KPAX Communications, LLC KXLF Communications, LLC KCTZ Communications, LLC KTVQ Communications, LLC KATC Communications, LLC
WLEX Communications, LLC KRIS Communications, LLC KSBY Communications, LLC

By:__

Name:__

Title:__

ANNEX B

Settlement Election

This settlement election ("Settlement Election") is made with respect to the Fifth Amendment ("Amendment") to the Third Amended and Restated Credit Agreement, dated as of April 28, 2017 (as further amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among The E.W. Scripps Company, an Ohio corporation (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms used in this Settlement Election but not defined in this Settlement Election have the meanings assigned to such terms in Amendment or the Credit Agreement (as amended by the Amendment), as applicable.

Existing Tranche B-1 Lenders. The undersigned Lender hereby irrevocably and unconditionally approves the Amendment and consents as follows (check ONE option):

Cashless Settlement Option

- to convert 100% of the outstanding principal amount of the Existing Tranche B-1 Term Loans held by such Lender into a Tranche B-2 Term Loan in a like principal amount.

Post-Closing Settlement Option

- to have 100% of the outstanding principal amount of the Existing Tranche B-1 Term Loans held by such Lender prepaid on the Fifth Amendment Effective Date and purchase by assignment the principal amount of Tranche B-2 Term Loans committed to separately by the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Settlement Election to be executed and delivered by a duly authorized officer as of the__of __, 2019.

__
as a Lender (type name of the legal entity)

By:
Name: __
Title:__

If a second signature is necessary:

By:
Name: __
Title: __

Name of Fund Manager (if any): __

ANNEX C

[See attached]

THIRD AMENDED AND RESTATED CREDIT AGREEMENT

dated as of April 28, 2017

(as amended by the First Amendment, dated as of October 2, 2017,
the Second Amendment, dated as of April 3, 2018,
the Third Amendment, dated as of November 20, 2018 ~~and~~
the Fourth Amendment, dated as of May 1, 2019 and
the Fifth Amendment, dated as of December 18, 2019)

among

THE E.W. SCRIPPS COMPANY,
as Borrower,

THE LENDERS FROM TIME TO TIME PARTY HERETO,
as Lenders,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent,

and

JPMORGAN CHASE BANK, N.A.,
~~MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED~~BOFA SECURITIES, INC., MORGAN STANLEY SENIOR FUNDING, INC., and
TRUIST BANK
(as successor by merger to SUNTRUST BANK)
as Co-Documentation Agents

WELLS FARGO SECURITIES, LLC,
JPMORGAN CHASE BANK, N.A.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
MORGAN STANLEY SENIOR FUNDING, INC., and
SUNTRUST ROBINSON HUMPHREY, INC.
as Cordillera Lead Arrangers and Joint Bookrunners,

and

MORGAN STANLEY SENIOR FUNDING, INC.,
WELLS FARGO SECURITIES, LLC,
SUNTRUST ROBINSON HUMPHREY, INC.,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
FIFTH THIRD BANK,
PNC CAPITAL MARKETS, LLC, and
U.S. BANK NATIONAL ASSOCIATION
as Taurus Joint Lead Arrangers and Joint Bookrunners

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THIRD AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT (as amended by the First Amendment, dated as of October 2, 2017, the Second Amendment, dated as of April 3, 2018, the Third Amendment, dated as of November 20, ~~2018 and~~2018, the Fourth Amendment, dated as of May 1, 2019 and the Fifth Amendment, dated as of December 18, 2019, this "Agreement") is made and entered into as of April 28, 2017, by and among THE E.W. SCRIPPS COMPANY, an Ohio corporation (the "Borrower"), the several banks and other financial institutions and lenders from time to time party hereto (the "Lenders"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (the "Administrative Agent"), as issuing bank (the "Issuing Bank") and as swingline lender (the "Swingline Lender").

W I T N E S S E T H:

WHEREAS, the Borrower, certain of the Lenders and the Former Agent entered into that certain Revolving Credit and Term Loan Agreement dated as of December 9, 2011 (as amended, modified or supplemented from time to time through the date hereof, the "Original Credit Agreement"), pursuant to which such Lenders established an $88,000,000 revolving credit facility and a $212,000,000 term loan facility in favor of the Borrower;

WHEREAS, on November 26, 2013, the Borrower, the Former Agent and certain of the Lenders amended and restated the Original Credit Agreement (as so amended and restated, the "Amended Credit Agreement") to, among other things (a) decrease the revolving credit facility under the Original Credit Agreement to an aggregate committed amount of up to $75,000,000 and (b) refinance all term loans outstanding under the Original Credit Agreement using the proceeds of a $200,000,000 term loan facility;

WHEREAS, on April 1, 2015, the Borrower, the Former Agent and certain of the Lenders amended and restated the Amended Credit Agreement pursuant to that certain Second Amended and Restated Revolving Credit and Term Loan Agreement dated as of April 1, 2015 (as so amended and restated and, together with such other amendments effected immediately prior to the date hereof, the "Existing Credit Agreement") to, among other things (a) increase the size of the revolving credit facility to an aggregate committed amount of $100,000,000, (b) provide for incremental term loan commitments in an aggregate principal amount of $200,000,000 and (c) release certain of the collateral securing the Existing Credit Agreement;

WHEREAS, the Former Agent has elected to resign as administrative agent under the Existing Credit Agreement pursuant to, and in accordance with, Section 9.16;

WHEREAS, the Borrower will prepay the entire outstanding principal amount of the Term Loans (as defined under the Existing Credit Agreement), together with all accrued but unpaid interest thereon, with the proceeds of the Senior Notes issued on the Closing Date;

WHEREAS, the Borrower has requested that the Former Agent, the Administrative Agent and the Lenders party to the Existing Credit Agreement amend and restate the Existing Credit Agreement to (a) increase the size of the revolving credit facility to an aggregate committed amount of $125,000,000 and (b) modify the Existing Credit Agreement in certain other respects; and, subject to the terms and conditions of this Agreement, the Former Agent, the Administrative Agent, the Lenders, the Issuing Bank and the Swingline Lender, are willing to do so;

WHEREAS, the parties hereto desire to have Bank of America, N.A. (the "Added Lender") become a party to this Agreement on the Closing Date in its capacity as a "Revolving Credit Lender" to have all rights, benefits and obligations of a Revolving Credit Lender hereunder, and the Added Lender, by executing this Agreement, desires to become a "Revolving Credit Lender" hereunder and under the other Loan Documents with all of the rights and benefits hereunder and thereunder, and be bound by all of the terms and provisions (and subject to all of the obligations) of a Revolving Credit Lender hereunder and thereunder; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Borrower, the Lenders, the Former Agent, the Administrative Agent, the Issuing Bank and the Swingline Lender agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1. **Definitions**. In addition to the other terms defined herein, the following terms used herein shall have the meanings herein specified (to be equally applicable to both the singular and plural forms of the terms defined):

"2017 Indenture" shall mean that certain Indenture dated April 28, 2017 among the Borrower, certain subsidiaries of the Borrower, as Subsidiary Guarantors, and U.S. Bank National Association, as Trustee, as may be amended, restated, supplemented or otherwise modified from time to time in accordance with Section 7.15.

"2017 Term Loan" shall have the meaning given such term in the First Amendment.

"Acquisition" shall mean any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Borrower or any of its Restricted Subsidiaries (a) acquires any business or all or substantially all of the assets of any Person, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of members of the board of directors or the equivalent governing body (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

"Acquisition Consideration" shall mean the purchase consideration for any Permitted Acquisition and all other payments by the Borrower or any of its Restricted Subsidiaries in exchange for any Permitted Acquisition, whether paid in cash or by exchange of Equity Interests or of properties or otherwise and whether payable at or prior to the consummation of such Permitted Acquisition or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency, and includes any and all payments representing the purchase price and any assumptions of Indebtedness, "earn-outs" and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business acquired in connection with such Permitted Acquisition; provided that any such future payment that is subject to a contingency shall be considered Acquisition Consideration only to the extent of the reserve, if any, or the liability required under GAAP at the time of such sale to be established or otherwise recorded in respect thereto by the Borrower or any of its Restricted Subsidiaries.

"Activation Notice" shall have the meaning assigned to such term in Section 5.11(a).

"Added Lender" shall have the meaning assigned to such term in the seventh WHEREAS clause hereof.

"Additional Tranche B Term Loan Commitment" shall mean, with respect to the Additional Tranche B Term Loan Lender, the commitment of the Additional Tranche B Term Loan Lender to make Additional Tranche B Term Loans on the Second Amendment Effective Date in an amount equal to $24,165,764.61.

"Additional Tranche B Term Loan Lender" shall mean Wells Fargo Bank, National Association, in its capacity as Lender of Additional Tranche B Term Loans.

"Additional Tranche B Term Loan" has the meaning set forth in Section 2.2(b)(ii).

"Adjusted LIBO Rate" shall mean, with respect to each Interest Period for a Eurodollar Borrowing, (i) the rate *per annum* equal to the London interbank offered rate for deposits in U.S. Dollars appearing on Reuters screen page LIBOR 01 (or on any successor or substitute page of such service or any successor to such service, or such

other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at approximately 11:00 A.M. (London time) two (2) Business Days prior to the first day of such Interest Period, with a maturity comparable to such Interest Period, divided by (ii) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including any marginal, emergency, supplemental, special or other reserves and without benefit of credits for proration, exceptions or offsets that may be available from time to time) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D); provided, that (x) if the rate referred to in clause (i) is less than zero, such rate shall be deemed to be zero for purposes of this Agreement and (y) if the rate referred to in clause (i) above is not available at any such time for any reason, then the rate referred to in clause (i) shall instead be the interest rate *per annum*, as determined by the Administrative Agent, to be the arithmetic average of the rates *per annum* at which deposits in Dollars in an amount equal to the amount of such Eurodollar Loan are offered by major banks in the London interbank market to the Administrative Agent at approximately 11:00 A.M. (London time), two (2) Business Days prior to the first day of such Interest Period (and if such offered rate referred to in this clause (y) is less than zero, such rate shall be deemed to be zero for purposes of this Agreement).

"Administrative Agent" shall have the meaning assigned to such term in the introductory paragraph hereof.

"Administrative Questionnaire" shall mean, with respect to each Lender, an administrative questionnaire in the form prepared by the Administrative Agent and submitted to the Administrative Agent duly completed by such Lender.

"Affiliate" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Aggregate Revolving Commitment Amount" shall mean the aggregate principal amount of the Aggregate Revolving Commitments from time to time. As of the Fourth Amendment Closing Date, the Aggregate Revolving Commitment Amount is $150,000,000. If the Taurus Effective Date shall occur, as of the Taurus Effective Date and after giving effect to the Taurus Revolving Commitment Increase, the Aggregate Revolving Commitment Amount shall be $210,000,000.

"Aggregate Revolving Commitments" shall mean, collectively, all Revolving Commitments of all Lenders at any time outstanding.

"Aggregate Revolving Credit Exposure" shall mean, collectively, the Revolving Credit Exposure of all Lenders at any time of determination.

"Aggregate Subsidiary Threshold" shall mean an amount equal to ninety percent (90%) of the total consolidated revenue of the Borrower and its Restricted Subsidiaries for the most recent fiscal period as shown on the income statement of the Borrower most recently delivered pursuant to Section 5.1(a) or (b), as applicable, and ninety (90%) of the Consolidated Total Assets; provided, that, for purposes of determining the Aggregate Subsidiary Threshold as of the Closing Date, such determination shall be based on the pro forma balance sheet and related pro forma consolidated statement of income of the Borrower and its Restricted Subsidiaries provided to the Administrative Agent pursuant to Section 3.1(xiv).

"All-in Yield" shall mean, as to any Loans, the yield thereon payable to all Lenders (or other lenders, as applicable) providing such Loans in the primary syndication thereof, as reasonably determined by the Administrative Agent in consultation with the Borrower, whether in the form of interest rate, margin, original issue discount,
up-front fees, rate floors or otherwise; provided, that original issue discount and up-front fees shall be equated to interest rate assuming a 4-year life to maturity (or, if less, the life of such Loans); and provided, further, that "All-in Yield" shall not include arrangement, commitment, underwriting, structuring or similar fees and customary consent fees for an amendment paid generally to consenting lenders.

"Anti-Corruption Laws" shall mean all laws, rules and regulations of any jurisdiction applicable to the Borrower or its Subsidiaries concerning or relating to bribery or corruption.

"Anti-Money Laundering Laws" shall mean any and all laws, judgments, executive orders, decrees, ordinances, rules, regulations, statutes, case law or treaties applicable to the Borrower or any of its Subsidiaries related to terrorism financing or money laundering, including any applicable provision of the Patriot Act and The Currency and Foreign Transactions Reporting Act (also known as the "Bank Secrecy Act," 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959).

"Anti-Terrorism Order" shall mean Executive Order 13224, signed by President George W. Bush on September 24, 2001.

"Applicable Law" shall mean all applicable provisions of constitutions, laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities and all orders and decrees of all courts and arbitrators.

"Applicable Lending Office" shall mean, for each Lender and for each Type or Class of Loan, the "Lending Office" of such Lender (or an Affiliate of such Lender) designated for such Type or Class of Loan in the Administrative Questionnaire submitted by such Lender or such other office of such Lender (or an Affiliate of such Lender) as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office by which its Loans of such Type or Class are to be made and maintained.

"Applicable Margin" shall mean, as of any date, (a) with respect to all Tranche B Term Loans, the Applicable Rate for each Type of Loan then in effect, (b) with respect to all Tranche B-1 Term Loans, the Applicable Rate for each Type of Loan then in effect ~~and (c~~, (c) with respect to all Tranche B-2 Term Loans, the Applicable Rate for each Type of Loan then in effect and (d) with respect to interest on all Revolving Loans outstanding on such date and Revolving LC Participation Fees, a percentage per annum determined by reference to the applicable Senior Secured Net Leverage Ratio in effect on such date as set forth on Schedule I attached hereto, as adjusted and otherwise determined from time to time in accordance with Section 2.15(a). Notwithstanding the foregoing, the Applicable Margin in respect of any tranche of Extended Revolving Commitments or Extended Revolving Loans made pursuant thereto or Extended Term Loans shall be the applicable percentages set forth in the relevant Extension Offer.

"Applicable Percentage" shall mean, at any date, with respect to the commitment fee, the percentage per annum determined by reference to the applicable Senior Secured Net Leverage Ratio in effect on such date as set forth on Schedule I attached hereto, as adjusted and otherwise determined from time to time in accordance with Section 2.15(a). Notwithstanding the foregoing, the Applicable Percentage in respect of any tranche of Extended Revolving Commitments or Extended Revolving Loans made pursuant thereto shall be the applicable percentages set forth in the relevant Extension Offer.

"Applicable Period" shall have the meaning set forth in Section 5.1. "Applicable Rate" shall mean:

(1) with respect to the Tranche B Term Loans, for any day on and after the Second Amendment Effective Date, the lower of (a) and (b) below:

(a) the applicable rate per annum set forth immediately below, based upon the Total Net Leverage Ratio as set forth in the most recent Compliance Certificate delivered to the Administrative Agent pursuant to Section 5.1(d): provided, that, commencing on the Second Amendment Effective Date until the date of the delivery of the financial statements pursuant to

Section 5.1(a) or 5.1(b) as of and for the first full Fiscal Quarter ended after the Second Amendment Effective Date, the rate per annum under this clause (a) shall be Pricing Level 1:

Pricing Level	Total Net Leverage Ratio	Eurodollar Loans	Base Rate Loans
1	> 2.75:1.00	2.00%	1.00%
2	≤ 2.75:1.00	1.75%	0.75%

(b) if and only if a Ratings Trigger exists as of the date of the most recent Compliance Certificate delivered to the Administrative Agent pursuant to Section 5.1(d), 0.75% per annum, in the case of Base Rate Loans and 1.75% per annum, in the case of Eurodollar Loans; ~~and~~

(2) with respect to the Tranche B-1 Term Loans, for any day on and after the Fourth Amendment Closing Date, (i) with respect to Eurodollar Loans, a rate per annum equal to 2.75% and (ii) with respect to Base Rate Loans, a rate per annum equal to 1.75%; and

(3) with respect to the Tranche B-2 Term Loans, for any day on and after the Fifth Amendment Closing Date, (i) with respect to Eurodollar Loans, a rate per annum equal to 2.50% and (ii) with respect to Base Rate Loans, a rate per annum equal to 1.50%.

Except as otherwise provided in clause 1(a) immediately above, each change in the Applicable Rate (if any) with respect to the Tranche B Term Loans resulting from a change in the Total Net Leverage Ratio and/or Ratings Trigger shall be determined and adjusted quarterly on the date that is two Business Days after the date on which the Borrower provides the Compliance Certificate in accordance with Section 5.1(d) indicating such change and ending on the date immediately preceding the effective date of the next such change; provided, however that, notwithstanding the foregoing, if the Borrower fails to provide the Compliance Certificate by the date such certificate is required to be delivered under Section 5.1(d), the Applicable Rate with respect to Tranche B Term Loans from such date shall be at Pricing Level 1 under clause 1(a) immediately above until such time as an appropriate Compliance Certificate is provided, whereupon the level shall be determined as provided above.

If the rating system of a Credit Rating Agency (as defined in the term "Credit Rating") shall change, or if any such Credit Rating Agency shall cease to be in the business of rating corporate debt obligations, the Borrower and the Lenders holding Tranche B Term Loans shall negotiate in good faith to amend this definition to reflect such changed rating system or the unavailability of ratings from such Credit Rating Agency or shall select a replacement Credit Rating Agency and, pending the effectiveness of any such amendment or replacement, for purposes of determining the Applicable Rate, the Credit Rating of the affected Credit Rating Agency shall be deemed to the Credit Rating of such Credit Rating Agency as most recently in effect prior to such change or cessation.

Notwithstanding the foregoing, and for the avoidance of doubt, the Applicable Rate for Tranche B Term Loans ~~and~~, Tranche B-1 Term Loans and Tranche B-2 Term Loans will be subject to Section 2.13(c).

"Approved Bank" shall have the meaning set forth in Section 5.11(a).

"Approved Fund" shall mean any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its business and that is administered or managed by (i) a Lender, (ii) a Lender Affiliate of a Lender or (iii) an entity or a Lender Affiliate of an entity that administers or manages a Lender.

"Assignment and Acceptance" shall mean an assignment and acceptance entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.4(b)) and accepted by the Administrative Agent, in the form of Exhibit D attached hereto or any other form approved by the Administrative Agent.

"Available Amount" shall mean, at any time (the "Reference Date") an amount equal to:

(a) the sum of:

(i) (x) prior to the Taurus Effective Date, $100,000,000 and (y) on and after the Taurus Effective Date, $135,000,000, less any amounts distributed pursuant to clause (i)(x) prior to the Taurus Effective Date; *plus*

(ii) the Cumulative Retained Excess Cash Flow Amount as of such Reference Date; provided, however, that if such amount pursuant to this clause (ii) shall be less than $0 for any Available Amount Reference Period, such amount shall be deemed to be $0; *plus*

(iii) to the extent not already included in the calculation of Consolidated EBITDA, and subject to Section 2.12(c), any returns in cash on Investments made utilizing the Available Amount including, without limitation, the aggregate amount received in cash through interest payments, principal payments, dividends or distributions or any sale, transfer or other disposition of such Investment (in an amount equal to the lesser of the return of capital with respect to such Investment and the cost of such Investment, in either case, reduced (but not below zero) by the excess, if any, of the cost of the disposition of such Investment over the gain, if any, realized by the Borrower or its Restricted Subsidiaries, as the case may be, in respect of such disposition); *plus*

(iv) in the event that any Unrestricted Subsidiary designated as such after the Fourth Amendment Closing Date is redesignated as a Restricted Subsidiary or is merged, consolidated or amalgamated with or into, or transfers or conveys its assets to, or is liquidated into, the Borrower or any Restricted Subsidiary, the lesser of (A) the fair market value of the Investments of the Borrower and any Restricted Subsidiary in such Unrestricted Subsidiary made utilizing the Available Amount at the time of such redesignation, merger, consolidation, amalgamation, transfer, conveyance or liquidation, as applicable and (B) the fair market value of the original Investments of the Borrower and any Restricted Subsidiary in such Unrestricted Subsidiary made utilizing the Available Amount; *plus*

(v) the amount of all Net Proceeds From Equity Issuance, but only to the extent such Net Proceeds From Equity Issuance have been received by the Borrower prior to the applicable date of determination in cash as equity that is not Disqualified Equity Interests of the Borrower, but including, for the avoidance doubt, the Net Proceeds From Equity Issuance received by the Borrower in connection with the exchange of Indebtedness or Disqualified Equity Interests of the Borrower which have been exchanged or converted into Qualified Equity Interests of the Borrower (other than any such Net Proceeds From Equity Issuance to the extent such proceeds are utilized for an Investment permitted pursuant to Section 7.4 or a Restricted Payment permitted pursuant to Section 7.5; provided that this clause (v) shall exclude Excluded Contributions); *plus*

(vi) the aggregate amount of any Retained Declined Proceeds; *plus*

(vii) $195,000,000; *minus*

(b) the aggregate amount of all Investments and Restricted Payments made utilizing the Available Amount, in each case, from and after the Closing Date and prior to the Reference Date.

"Available Amount Conditions" shall mean, immediately before and after giving effect to the applicable Available Amount Transaction, (i) no Event of Default shall be continuing and (ii) the Total Net Leverage Ratio, on a Pro Forma Basis, as of the last day of the Test Period, does not exceed 5.00 to 1.00.

"Available Amount Reference Period" shall mean, with respect to any Reference Date, the period commencing on March 31, 2019 and ending on Fiscal Year or Fiscal Quarter ended immediately prior to the Reference Date and for which financial statements have been delivered pursuant to Section 5.1(a) or (b), as applicable.

"Available Amount Transaction" shall mean an Investment pursuant to Section 7.4(i) and/or a Restricted Payment pursuant to Section 7.5(e), in each case made in reliance on the Available Amount.

"Availability Period" shall mean the period from the Closing Date to but excluding the Revolving Commitment Termination Date.

"Bail-In Action" shall mean the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" shall mean, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Base Rate" shall mean the highest of (i) the per annum rate which the Administrative Agent announces from time to time as its prime lending rate, as in effect from time to time, (ii) the Federal Funds Rate, as in effect from time to time, *plus* one-half of one percent (0.50%) per annum, (iii) the Adjusted LIBO Rate determined on a daily basis for an Interest Period of one (1) month, *plus* one percent (1.00%) per annum and (iv) zero percent (0%). The Administrative Agent's prime lending rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent may make commercial loans or other loans at rates of interest at, above or below the Administrative Agent's prime lending rate. Each change in any of the rates described above in this definition shall be effective from and including the date such change is announced as being effective.

"Beneficial Ownership Certification" shall mean a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" shall mean 31 CFR § 1010.230.

"Benefit Plan" shall mean any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"Blocked Account" shall have the meaning specified in Section 5.11(a).

"Blocked Account Agreement" shall mean any agreement executed by a depository bank and the Administrative Agent, for the benefit of the Secured Parties (or executed by the Former Agent and such depository bank has acknowledged in writing to the satisfaction of the Administrative Agent the resignation of the Former Agent and the succession to such role by the Administrative Agent), and acknowledged and agreed to by a Loan Party, in form acceptable to the Administrative Agent in its sole discretion which provides the Administrative Agent with "control" (within the meaning of the UCC) of the applicable Blocked Account.

"Borrower" shall have the meaning specified in the introductory paragraph hereof.

"Borrowing" shall mean a borrowing consisting of (i) Revolving Loans of the same Class and Type, made, converted or continued on the same date and in the case of Eurodollar Loans, as to which a single Interest Period is in effect, (ii) Term Loans of the same Class and Type, made, converted or continued on the same date and in the case of Eurodollar Loans, as to which a single Interest Period is in effect, or (iii) a Swingline Loan.

"Business Day" shall mean (i) any day other than a Saturday, Sunday or other day on which commercial banks in Atlanta, Georgia and New York, New York are authorized or required by law to close and (ii) if such day relates to a Borrowing of, a payment or prepayment of principal or interest on, a conversion of or into, or an Interest Period for, a Eurodollar Loan or a notice with respect to any of the foregoing, any day on which banks are open for dealings in dollar deposits are carried on in the London interbank market.

"Capital Expenditures" shall mean, for any period, on a consolidated basis for the Borrower and its Restricted Subsidiaries, the aggregate of all expenditures made by the Borrower or its Restricted Subsidiaries during such period that, in conformity with GAAP, are required to be included in or reflected on the consolidated balance sheet as a capital asset of the Borrower and its Restricted Subsidiaries, including, without limitation, Capital Lease Obligations of the Borrower and its Restricted Subsidiaries.

"Capital Lease Obligations" of any Person shall mean all obligations of such Person to pay rent or other amounts under any lease (or other arrangement conveying the right to use) of real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"Cash" shall mean money, currency or a credit balance of any Loan Party in any demand deposit account located in the United States of America.

"Cash Collateralize" shall mean to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Issuing Bank or Lenders, as collateral for LC Exposure or obligations of Lenders to fund participations in respect of LC Exposure, Cash or, if the Administrative Agent and the Issuing Bank shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent and the Issuing Bank. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such Cash Collateral and other credit support.

"Cash Management Agreement" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card (including non-card electronic payables), electronic funds transfer and other cash management arrangements.

"Cash Management Bank" means any Person that, (a) at the time it enters into a Cash Management Agreement with a Loan Party, is a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent, or (b) at the time it (or its Affiliate) becomes a Lender (including on the Closing Date), is a party to a Cash Management Agreement with a Loan Party, in each case in its capacity as a party to such Cash Management Agreement.

"Cashless Option Lender" shall mean each Lender that has executed and delivered a Consent indicating the "Cashless Settlement Option."

"Change in Control" shall mean the occurrence of one or more of the following events: (i) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of the Borrower to any Person or "group" (within the meaning of the Exchange Act and the rules of the Securities and Exchange Commission thereunder in effect on the date hereof), (ii) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or "group" (within the meaning of the Exchange Act and the rules of the Securities and Exchange Commission thereunder as in effect on the date hereof), other than Permitted Holders, of 50% or more of the outstanding Common Voting Shares and any other common stock at any

time issued by the Borrower, other than the Borrower's Class A Common Shares, or (iii) during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals who are Continuing Directors. As used herein, "Common Voting Shares" shall mean the common Equity Interests of the Borrower designated as Common Voting Shares. For the avoidance of doubt, Common Voting Shares do not include the Borrower's Class A Common Shares.

"Change in Law" shall mean the occurrence of any of the following: (i) the adoption of any Applicable Law after the Closing Date, (ii) any change in any Applicable Law, or any change in the administration, interpretation, implementation or application thereof, by any Governmental Authority after the Closing Date, or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the Closing Date; provided that for purposes of this Agreement, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

"Class", when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Swingline Loans, Tranche B Term Loans, Tranche B-1 Term Loans, Tranche B-2 Term Loans, New Term Loans, Refinancing Term Loans, New Revolving Loans, Extended Revolving Loans, Replacement Revolving Loans or Extended Term Loans and when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, Term Loan Commitment, a Swingline Commitment, New Revolving Commitment, Replacement Revolving Commitments or Extended Revolving Commitment. Extended Revolving Loans and Extended Term Loans that have different terms and conditions (together with the Commitments in respect thereof) shall be construed to be in different Classes.

"Closing Date" shall mean the date on which the conditions precedent set forth in Section 3.1 and Section 3.2 have been satisfied or waived in accordance with Section 10.2.

"Code" shall mean the Internal Revenue Code of 1986, as amended and in effect from time to time. "Collateral" shall mean all Property pledged as

collateral security for the Secured Obligations pursuant to

the Security Documents or otherwise, and all other Property of the Loan Parties that is now or hereafter in the possession or control of any Lender, or on which any Lender has been granted a Lien. Collateral does not include any Real Estate.

"Collateral Access Agreement" shall mean any agreement of any lessor, warehouseman, processor, consignee or other Person in possession of, having a Lien upon or having rights or interests in, any of the Collateral in favor of the Administrative Agent, for the benefit of the Lenders, in form and substance satisfactory to the Administrative Agent, waiving or subordinating Liens or certain other rights or interests such Person may hold in regard to the Property of the Loan Parties and providing the Administrative Agent access to its Collateral.

"Collateral Related Account" shall mean all deposit, investment, collection, clearing and concentration accounts (other than petty cash accounts, trust accounts, payroll accounts, employee benefit accounts, the Excluded Account and the Restricted Cash Deposit Account) into which any proceeds of Collateral are deposited, collected or invested (including all cash and other funds on deposit therein).

"Comcast Retransmission Adjustment" shall mean any adjustments, to the extent approved by the Administrative Agent in its sole discretion, to contractual retransmission revenues net of network affiliation fees, giving pro forma effect to all amendments to the Comcast retransmission agreement that were effective as of March 22, 2019 as if they had been effective as of January 1, 2017.

"Commitment" shall mean, with respect to each Lender, such Lender's Revolving Commitment, Term Loan Commitment and Swingline Commitment.

"Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended and in effect from time to time, and any successor statute.

"Communications Act" shall mean the Communications Act of 1934, as amended, and any similar or successor federal statute.

"Communications Laws" shall mean (i) the Communications Act and (ii) all rules, regulations, written policies, orders and decisions of the FCC under the Communications Act, as each may be in effect from time to time.

"Compliance Certificate" shall mean a certificate from the chief executive officer, the chief financial officer or treasurer of the Borrower in the form of, and containing the certifications set forth in, the certificate attached hereto as Exhibit 5.1(d).

"Consent" shall mean a Consent to Second Amendment substantially in the form of Exhibit A attached thereto.

"Consolidated EBITDA" shall mean, for the Borrower and its Restricted Subsidiaries on a consolidated basis for any period, an amount equal to the sum of (i) Consolidated Net Income for such period *plus* (ii) to the extent deducted in determining Consolidated Net Income for such period and without duplication, (A) Consolidated Interest Expense, (B) Consolidated Income Tax Expense, (C) depreciation and amortization determined on a consolidated basis in accordance with GAAP, (D) all other non-cash expenses and other non-cash charges recorded during such period (other than any non-cash charge that represents an accrual or reserve for potential cash charges in any future period or amortization of a prepaid cash charge that was paid in a prior period), (E) transaction fees and other charges related to the issuance of Equity Interests or Indebtedness of the Borrower or any Restricted Subsidiary (including, for the avoidance of doubt, in connection with the Fourth Amendment Transactions as well as other transactions undertaken, but not yet completed, as of the Fourth Amendment Closing Date, including the Taurus Acquisition), (F) transaction fees, expenses and other charges related to dispositions, Investments, issuances or modifications of Indebtedness or Equity Interests, payments of Indebtedness and Capital Expenditures permitted hereunder and Acquisitions (whether or not successfully consummated) (including such transactions undertaken, but not yet completed, as of the Fourth Amendment Closing Date, including, if applicable, the Cordillera Acquisition), (G) losses or expenses resulting from extraordinary, unusual or non-recurring items (including losses on sales of equipment or business lines), (H) non-recurring cash expenses for business optimization expenses and other restructuring charges or expenses, integration expenses, accruals or reserves and (I) net unrealized losses in the fair market value of any arrangements under Hedge Agreements, *plus* (iii) the amount of (A) net "run rate" cost savings and operating expense reductions actually implemented by the Borrower or related to a Permitted Acquisition which have been taken or will be taken within 12 months after such transaction or initiative is consummated and (B) "run rate" cost savings and synergies projected in good faith by the Borrower to be realized as a result of actions taken in connection with any Investment under Section 7.4(e) or 7.4(f) or any Permitted Acquisition, in each case to the extent permitted hereunder (which cost savings shall be added to Consolidated EBITDA until fully realized and calculated on a Pro Forma Basis as though such cost savings had been realized on the first day of the relevant period), net of the amount of actual benefits realized or expected to be realized during such period from such actions; provided that such amounts pursuant to this clause (iii) shall not, in the aggregate, exceed 25% of Consolidated EBITDA for the relevant Test Period (calculated prior to giving effect to any such adjustments pursuant to this clause (iii)); provided further that (1) a Responsible Officer of the Borrower shall have certified to the Administrative Agent that (x) such cost savings are reasonably identifiable and quantifiable, reasonably anticipated to be realizable and factually supportable in the good faith judgment of the Borrower and (y) in the case of "run rate" cost savings and operating expense reductions pursuant to clause (A) above, such actions have been taken or are committed to be taken within or are reasonably expected to be taken within 12 months after the end of the relevant period and (2) such cost savings that are included in this clause (iii) do not, in the aggregate, exceed 25% of Consolidated

EBITDA for the relevant Test Period (calculated prior to giving effect to any such adjustments pursuant to this clause (iii), *plus* (iv) an amount equal to the Comcast Retransmission Adjustment; provided that a Responsible Officer of the Borrower shall have certified to the Administrative Agent that such Comcast Retransmission Adjustment is reasonably identifiable and quantifiable, reasonably anticipated to be received and factually supportable in the good faith judgment of the Borrower, *minus* (v) to the extent included in determining Consolidated Net Income for such period and without duplication, any non-cash gain attributable to the mark to market movement in the valuation of hedging obligations or other derivative instruments pursuant to FASB ASC 815; *provided*, that the Comcast Retransmission Adjustment, (a) for the each of the fiscal quarters ended March 31, 2017, June 30, 2017, September 30, 2017 and December 31, 2017, shall be deemed to be $14,400,000 and (b) for each of the fiscal quarters ended March 31, 2018, June 30, 2018, September 30, 2018 and December 31, 2018, shall be deemed to be $14,300,000.

"Consolidated Income Tax Expense" shall mean, for the Borrower and its Restricted Subsidiaries determined on a consolidated basis, for any period, income tax expense or benefit determined in accordance with GAAP for such period.

"Consolidated Interest Expense" shall mean, for the Borrower and its Restricted Subsidiaries, for any period determined on a consolidated basis in accordance with GAAP, the sum, without duplication, of (i) interest expense and loan fees, including capitalized and non-capitalized interest and the interest component of Capital Lease Obligations (whether or not actually paid during such period) and (ii) the net amount payable (minus the net amount receivable) under any Hedge Agreements during such period (whether or not actually paid or received during such period).

"Consolidated Net Income" shall mean, for the Borrower and its Restricted Subsidiaries for any period, the net income (or loss) of the Borrower and its Restricted Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but excluding therefrom (to the extent otherwise included therein) (i) any extraordinary gains or losses, (ii) any gains or losses attributable to write-ups or write-downs of assets, (iii) any income (or loss) of any Person accrued prior to the date it becomes a Restricted Subsidiary of the Borrower or is merged into or consolidated with the Borrower or any Restricted Subsidiary of the Borrower on the date that such Person's assets are acquired by the Borrower or any Restricted Subsidiary of the Borrower, (iv) any Equity Interest of the Borrower and its Restricted Subsidiaries in the unremitted earnings of any Person that is not a Restricted Subsidiary, (v) the income of any Restricted Subsidiary of the Borrower that is not a Loan Party to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that income is not at the time permitted by operation of the terms of any Requirement of Law or any agreement, instrument, or judgment applicable to that Restricted Subsidiary, (vi) any impairment charges, amortization of or immediate recognition of actuarial gains or losses, in each case, only to the extent such items are non-cash in nature, on the Borrower's or its Restricted Subsidiaries' defined benefit pension plans, (vii) any gains or losses attributable to Dispositions and (viii) to the extent reflected in the calculation of such net income (or loss), gains or losses attributable to earn-outs or other contingent consideration arising in connection with any acquisition permitted hereunder (including payments required to be made under earnouts to which a seller becomes entitled).

"Consolidated Total Assets" shall mean, as of any date of determination, the total amount of all assets of the Borrower and its Restricted Subsidiaries, determined on a consolidated basis in accordance with GAAP, as shown on the most recent balance sheet delivered pursuant to Section 5.1(a) or (b), as applicable.

"Consolidated Total Debt" shall mean, as of any date, the difference of (a) all Indebtedness of the Borrower and its Restricted Subsidiaries measured on a consolidated basis as of such date, but excluding (i) Indebtedness of the type described in subsection (xi) of the definition thereto, (ii) Indebtedness of the type described in subsection
(vi) of the definition thereto (but including any unreimbursed drawings with respect to letters of credit to the extent such drawing is not reimbursed within one (1) Business Day after such drawing) and (iii) the portion of any earn-out or other deferred or purchase consideration that is based upon the achievement of future financial or operational criteria until any such obligation becomes due and payable and is not so paid in accordance with the terms of the applicable agreement, *minus* (b) Unrestricted Cash and Cash Equivalents of the Borrower and its Restricted Subsidiaries.

"Continuing Director" shall mean, with respect to any period, any individuals (a) who were members of the board of directors or other equivalent governing body of the Borrower on the first day of such period, (b) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause
(a) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body, or (c) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (a) and (b) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto.

"Cordillera Acquired Companies" shall have the meaning assigned to the term "Acquired Companies" in the Cordillera Purchase Agreement.

"Cordillera Acquisition" shall mean the acquisition by Scripps Media, Inc. of all of the issued and outstanding equity interests of the Cordillera Acquired Companies pursuant to the terms and conditions of the Cordillera Purchase Agreement.

"Cordillera Lead Arrangers" shall mean Wells Fargo Securities, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., SunTrust Robinson Humphrey, Inc. and Morgan Stanley Senior Funding, Inc., each in their capacity as a joint lead arranger and joint bookrunner in respect of a portion of the Tranche B-1 Term Loans.

"Cordillera Purchase Agreement" shall mean that certain Purchase Agreement dated as of October 26, 2018 between Cordillera Communications, LLC and Scripps Media, Inc. (without giving effect to any waiver, consent, amendment or other modification thereof that is material and adverse to the Tranche B-1 Term Lenders, the Revolving Credit Lenders or the Administrative Agent unless agreed to in writing by the Administrative Agent, such agreement not to be unreasonably withheld, delayed or conditioned), together with all exhibits, disclosure schedules and side letters, if any, related thereto.

"Cordillera Seller" shall have the meaning assigned to the term "Seller" in the Cordillera Purchase Agreement.

"Cordillera Special Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.12(a)(x).

"Cordillera Special Mandatory Prepayment Date" shall have meaning assigned to such term in Section 2.12(a)(x).

"Cordillera Special Mandatory Prepayment Trigger Date" shall have the meaning assigned to such term in Section 2.12(a)(x).

"Credit Rating" shall mean (a) the corporate family rating of the Borrower as determined by Moody's from time to time and (b) the corporate rating of the Borrower as determined by S&P from time to time (Moody's and S&P are each individually referred to herein as a "Credit Rating Agency").

"Cumulative Retained Excess Cash Flow Amount" shall mean, at any Reference Date, an amount determined on a cumulative basis equal to the aggregate sum of the Retained Percentage of Excess Cash Flow for all Excess Cash Flow Periods ending after the Fourth Amendment Closing Date and on or prior to such Reference Date.

"Debtor Relief Laws" shall mean the Bankruptcy Code of the United States of America, and all other

liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Default" shall mean any condition or event that, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Default Interest" shall have the meaning set forth in Section 2.13(c).

"Defaulting Lender" shall mean, subject to Section 2.23(b)(ii), any Lender that (a) has failed to (i) fund all or any portion of any Loan within two Business Days of the date such Loan was required to be funded by it hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Issuing Bank, the Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent or the Issuing Bank or the Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a Parent Company that has, after the Closing Date, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-in Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.23(b)(ii)) upon delivery of written notice of such determination to the Borrower, the Issuing Bank, the Swingline Lender and each Lender.

"Designated Non-Cash Consideration" shall mean the fair market value (as determined in good faith by the Borrower) of non-cash consideration received by a Borrower or one of its Restricted Subsidiaries in connection with a Disposition that is so designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower, setting forth such valuation, less the amount of Permitted Investments received in connection with a subsequent disposition of, or other receipt of Permitted Investments in respect of, such Designated Non-Cash Consideration.

"Disposition" shall mean the sale, lease, conveyance or other disposition of Collateral or other Property of the Borrower or any Restricted Subsidiary of the Borrower including, without limitation, any Sale/Leaseback Transaction; provided that, solely for purposes of Section 2.12(c), sales or dispositions permitted pursuant to clauses (a), (b) and (k) of Section 7.6 shall not be deemed to be a Disposition.

"Disposition Reinvestment Amount" shall have the meaning set forth in Section 2.12(c).

"Disqualified Equity Interests" shall mean, with respect to any Person, any Equity Interests that by their terms (or by the terms of any other Equity Interests into which they are convertible or exchangeable) or otherwise (i) mature (other than as a result of a voluntary redemption or repurchase by the issuer of such Equity Interests) or are subject to mandatory redemption or repurchase (other than solely for Equity Interests that are not Disqualified Equity Interests) pursuant to a sinking fund obligation or otherwise (except as a result of a change of control or asset sale so long as any rights of the holder thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior payment in full in cash of the Obligations (other than any Obligations which expressly survive termination, Obligations described in clause (b) of the definition of the "Obligations" and indemnities and other contingent obligations not then due and payable and as to which no claim has been made) and termination of the Commitments and the Letters of Credit); (ii) are convertible into or exchangeable or exercisable for Indebtedness or any Disqualified Equity Interests at the option of the holder thereof; (iii) may be required to be redeemed or repurchased at the option of the holder thereof (other than solely for Equity Interests that are not Disqualified Equity Interests), in whole or in part, in each case specified in clauses (i), (ii) or (iii) above on or prior to the date that is ninety one (91) days after the later of the Revolving Commitment Termination Date and the Term Loan Maturity Date (if applicable); or (iv) provide for mandatory scheduled payments of dividends to be made in cash.

"Disqualified Institutions" shall mean those Persons that are direct competitors of the Borrower and its Restricted Subsidiaries and are primarily engaged in at least one of the same lines of business as the Borrower and its Restricted Subsidiaries, to the extent the same are identified in writing by the Borrower to the Administrative Agent on the Closing Date (together with any such Persons identified in writing by the Borrower to the Administrative Agent after the Closing Date pursuant to Section 5.1(e)(ii)).

"Dollar(s)" and the sign "$" shall mean lawful money of the United States of America.

"Domestic Restricted Subsidiary" means any Restricted Subsidiary of the Borrower that is not a Foreign Subsidiary.

"DQ List" shall have the meaning set forth in Section 5.1(e).

"EBITDA Percentage" shall mean, as of the date of the consummation of any sale or disposition of assets (which may include the Equity Interests of a Subsidiary owning the assets to be sold or otherwise disposed of) by the Borrower or any of its Subsidiaries pursuant to clause (h) or (i) of Section 7.6, the ratio, expressed as a percentage (rounded upwards, if necessary, to the next 1/100th of 1%), obtained by dividing (a) the portion of Consolidated EBITDA attributable to such assets (or such Equity Interests) of such Person for the most recent Test Period prior to such date by (b) Consolidated EBITDA for such Test Period. For the avoidance of doubt, to the extent EBITDA Percentage is to be tested on a cumulative basis over time (i.e., for more than one asset sale or disposition after the Closing Date), the EBITDA Percentage shall be the sum of the EBITDA Percentage for each such asset sale or disposition over the applicable period of time (calculated in each case on an individual basis in accordance with the prior sentence).

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent;

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Eligible Assignee" shall mean any Person that meets the requirements to be an assignee under Section 10.4(b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 10.4(b)(iii)). For the avoidance of doubt, any Disqualified Institution is subject to Section 10.4(h).

"Environmental Laws" shall mean any and all federal, foreign, state, provincial and local laws, statutes, ordinances, codes, rules, standards and regulations, permits, licenses, approvals, interpretations and orders of courts or Governmental Authorities, relating to the protection of public health or the environment, including, but not limited to, requirements pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of Hazardous Substances.

"Environmental Liability" shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental investigation and remediation, costs of administrative oversight, fines, natural resource damages, penalties or indemnities), of the Borrower or any of its Subsidiaries directly or indirectly resulting from or based upon (i) any actual or alleged violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Substances, (iii) any actual or alleged exposure to any Hazardous Substances, (iv) the Release or threatened Release of any Hazardous Substances or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" shall mean, as applied to any Person, any capital stock, membership interests, partnership interests or other equity interests of such Person, regardless of class or designation, and all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or claims of any character with respect thereto.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean any trade or business (including Unrestricted Subsidiaries and whether or not incorporated), which, together with the Borrower or any Subsidiary of the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or, solely for the purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" shall mean (i) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived); (ii) the failure of any Plan to meet the minimum funding standard applicable to the Plan for a plan year under Section 412 of the Code or Section 302 of ERISA, whether or not waived; (iii) the filing pursuant to Section 412(c) of the Code or Section 302(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (iv) the incurrence by the Borrower, any Restricted Subsidiary or any ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (v) the receipt by the Borrower, any Restricted Subsidiary or any ERISA Affiliate from the PBGC or a plan administrator appointed by the PBGC of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (vi) the incurrence by the Borrower, any Restricted Subsidiary or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; or (vii) the receipt by the Borrower, any Restricted Subsidiary or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower, any Restricted Subsidiary or any ERISA Affiliate of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA.

"EU Bail-In Legislation Schedule" shall mean the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Eurodollar" when used in reference to any Loan or Borrowing of a Loan, refers to whether such Loan, or the Loans comprising such Borrowing, bears interest at a rate determined by reference to the Adjusted LIBO Rate.

"Event of Default" shall have the meaning provided in Article VIII.

"Event of Loss" shall mean (a) with respect to any Collateral or any other Property of the Borrower or any Domestic Restricted Subsidiary, any of the following: (i) any loss, destruction or damage of such Property; or (ii) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such Property, or confiscation of such asset or the requisition of the use of such asset and (b) the occurrence of any event, condition or circumstance pursuant to which the Borrower or any of its Domestic Restricted Subsidiaries are or become entitled to receive amounts as a result of an insurance policy for business interruption.

"Event of Loss Reinvestment Amount" shall have the meaning set forth in Section 2.12(d).

"Excess Cash Flow" shall mean, for any Fiscal Year of the Borrower, an amount equal to, (a) the sum of:
(i) Consolidated EBITDA for such Fiscal Year *plus* (ii) the net decrease in Working Capital during such Fiscal Year *minus* (b) the sum of the following (without duplication and determined on a consolidated basis for the Borrower and its Restricted Subsidiaries): (i) Consolidated Income Tax Expense paid in cash (less cash refunds received) during such Fiscal Year; (ii) the aggregate Consolidated Interest Expense paid in cash during such Fiscal Year; (iii) scheduled repayments of principal in respect of Indebtedness (for purposes of this definition, 'principal' shall include the principal component of payments for such period in respect of Capital Lease Obligations) paid in such Fiscal Year; (iv) the amount of Permitted Acquisitions and Investments made pursuant to Sections 7.4(e), 7.4(f) and 7.4(k) and Restricted Payments made pursuant to Sections 7.5(b) and 7.5(c) in cash during such period (excluding the portion, if any, of such Permitted Acquisitions, Investments and Restricted Payments funded with (x) the proceeds of the incurrence of long term Indebtedness, (y) the proceeds of Equity Interests or a capital contribution and (z) the proceeds of any disposition of assets outside the ordinary course of business or other proceeds not included in Consolidated Net Income); (v) Capital Expenditures made during such Fiscal Year which are not financed with Indebtedness (provided, that, to the extent the proceeds of any capital asset that is sold or disposed of pursuant to Section 7.6(j) are used for the purpose of acquiring replacement capital assets for those so sold or disposed of, such replacement capital assets (to the extent they would otherwise constitute Capital Expenditures) shall not constitute Capital Expenditures for purposes of this clause (v)); (vi) all other items added back to Consolidated EBITDA pursuant to (and subject to the limitations in) the definition of Consolidated EBITDA to the extent paid in cash during such Fiscal Year; (vii) all amounts added back to Consolidated EBITDA pursuant to clause (iv) of the definition thereof; (viii) the net increase in Working Capital during such Fiscal Year and (ix) without duplication of amounts deducted from Excess Cash Flow in prior periods, the aggregate consideration required to be paid in cash by the Borrower or any Restricted Subsidiary pursuant to binding contracts (the "Contract Consideration") entered into during such period relating to Permitted Acquisitions, Investments permitted pursuant to this Agreement or Capital Expenditures to be consummated or made within six (6) months of the date of determination; provided that any amounts deducted from Excess Cash Flow in connection with this clause (ix) in any Fiscal Year shall be added back in the subsequent Fiscal Year to the extent such transaction has not been consummated within such six-month period.

"Excess Cash Flow Period" shall mean each fiscal year of the Borrower, commencing with the fiscal year of the Borrower ending December 31, 2020.

"Excluded Account" shall mean that certain trust account number 000134678 at HSBC Bank which account is utilized for certain disability payments to be made by the Borrower or its Subsidiaries.

"Excluded Contributions" shall mean the cash and the fair market value of assets other than cash (as determined by the Borrower in good faith) received by the Borrower after the Fourth Amendment Closing Date from the sale or issuance (other than to a Subsidiary or to any management equity plan or stock option plan or any other management or employee benefit plan or agreement) of Qualified Equity Interests of the Borrower which is designated as Excluded Contributions pursuant to a certificate of a Responsible Officer of the Borrower on or promptly after the date such Equity Interest is sold or issued, as the case may be.

"Excluded Swap Obligation" shall mean, with respect to any Guarantor, any Swap Obligation if, and to

the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time the Guarantee of such Guarantor becomes effective with respect to such related Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its Applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the applicable Commitment (or, if such Lender did not fund the applicable Loan pursuant to a prior commitment, on the date such Lender acquired the applicable interest in such Loan), other than pursuant to an assignment request by the Borrower under Section 2.26 or (ii) such Lender changes its Applicable Lending Office, except in each case to the extent that, pursuant to Section 2.20, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Applicable Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.20 and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Credit Agreement" shall have the meaning set forth in the third "WHEREAS" clause of this Agreement.

"Existing Term Loans" shall have the meaning provided in Section 2.2(a).

"Extended Revolving Commitment" shall have the meaning set forth in Section 2.28.

"Extended Revolving Loans" shall have the meaning set forth in Section 2.28.

"Extended Term Loans" shall have the meaning set forth in Section 2.28.

"Extending Revolving Credit Lenders" shall have the meaning set forth in Section 2.28.

"Extending Term Loan Lenders" shall have the meaning set forth in Section 2.28.

"Extension" shall have the meaning set forth in Section 2.28.

"Extension Offer" shall have the meaning set forth in Section 2.28.

"Facility" shall mean, individually, each of the Term Loan Facility and the Revolving Facility; and the Term Loan Facility and the Revolving Facility are collectively referred to herein as the "Facilities."

"FASB ASC" shall mean the Accounting Standards Codification of the Financial Accounting Standards Board.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations thereunder or official interpretations thereof, any agreement entered into pursuant

to Section 1471(b)(1) of the Code, as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any related legislation, regulations or official administrative guidance) implementing the foregoing.

"FCC" shall mean the Federal Communications Commission or any Governmental Authority substituted therefor.

"Federal Funds Rate" shall mean, for any day, the rate per annum (rounded upwards, if necessary, to the next 1/100th of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with member banks of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the next succeeding Business Day or if such rate is not so published for any Business Day, the Federal Funds Rate for such day shall be the average rounded upwards, if necessary, to the next 1/100th of 1% of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by the Administrative Agent. Notwithstanding the foregoing, with respect to any of the Tranche B-1 Term Loans and Tranche B-2 Term Loans, if the Federal Funds Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fee Letter" shall mean that certain fee letter, dated April 4, 2017, executed by Wells Fargo Securities, LLC, and accepted by the Borrower.

"Fifth Amendment" shall mean that certain Fifth Amendment to Third Amended and Restated Credit Agreement dated the Fifth Amendment Closing Date among the Loan Parties, the Administrative Agent and the lenders party thereto.

"Fifth Amendment Closing Date" shall mean December 18, 2019.

"Fifth Amendment Lead Arrangers" shall mean Wells Fargo Securities, LLC, Morgan Stanley Senior Funding, Inc., SunTrust Robinson Humphrey, Inc., BofA Securities, Inc., Fifth Third Bank, PNC Capital Markets, LLC and U.S. Bank National Association, each in their capacity as a joint lead arranger and joint bookrunner in respect of a portion of the Tranche B-2 Term Loans.

"Financial Covenant" shall mean the financial covenant set forth in Section 6.2.

"First Amendment" shall mean that certain First Amendment to Third Amended and Restated Credit Agreement dated October 2, 2017 among the Loan Parties, the Agent and the Term Loan Lenders party thereto.

"First Amendment Effective Date" shall mean October 2, 2017.

"First Lien Net Leverage Ratio" shall mean, as of any date, the ratio of (i) Consolidated Total Debt of such date that is secured by a Lien on any assets (including Equity Interests) of the Borrower and/or its Restricted Subsidiaries that rank *pari passu* with the liens on the Collateral securing the Secured Obligations to (ii) the quotient of: (x) Consolidated EBITDA for the eight (8) consecutive Fiscal Quarters ending on or immediately prior to such date *divided by* (y) two (2).

"Fiscal Quarter" shall mean any fiscal quarter of the Borrower.

"Fiscal Year" shall mean any fiscal year of the Borrower.

"Foreign Lender" shall mean a Lender that is not a U.S. Person.

"Foreign Subsidiary" shall mean any direct or indirect Subsidiary of the Borrower that is organized under

the laws of a jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"Former Agent" shall have the meaning given such term in Section 9.16(a).

"Fourth Amendment" shall mean that certain Fourth Amendment to Third Amended and Restated Credit Agreement dated the Fourth Amendment Closing Date among the Loan Parties, the Administrative Agent and the lenders party thereto.

"Fourth Amendment Closing Date" shall mean May 1, 2019.

"Fourth Amendment Early Closing Date" shall have the meaning assigned to such term in the Fourth Amendment.

"Fourth Amendment Transactions" shall have the meaning assigned to such term in the Fourth Amendment. "Fronting Exposure" shall mean, at any time there is a Defaulting Lender, (a) with respect to the Issuing Bank, such Defaulting Lender's LC Exposure other than LC Exposure as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swingline Lender, such Defaulting Lender's Swingline Exposure other than Swingline Exposure as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders.

"GAAP" shall mean generally accepted accounting principles in the United States applied on a consistent basis and subject to the terms of Section 1.3.

"Governmental Authority" shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee" of or by any Person (the "guarantor") shall mean any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly and including any obligation, direct or indirect, of the guarantor (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) as an account party in respect of any letter of credit or letter of guaranty issued in support of such Indebtedness or obligation; provided, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made or, if not so stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantor" shall mean each of the Subsidiary Loan Parties.

"Hazardous Substances" shall mean any substances or materials (a) which are or become defined as hazardous wastes, hazardous substances, pollutants, contaminants, chemical substances or mixtures or toxic substances under any Environmental Law, (b) which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise harmful to public health or the environment and are or become regulated by any Governmental Authority, (c) the presence of which require investigation or remediation under any

Environmental Law or common law, (d) the discharge or emission or release of which requires a permit or license under any Environmental Law or other Governmental Approval, (e) which are deemed by a Governmental Authority to constitute a nuisance or a trespass which pose a health or safety hazard to Persons or neighboring properties, or (f) which contain, without limitation, asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum hydrocarbons, petroleum derived substances or waste, crude oil, nuclear fuel, natural gas or synthetic gas.

"Hedge Agreement" shall mean (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement.

"Hedge Bank" means any Person that, (a) at the time it enters into a Hedge Agreement with a Loan Party permitted under Section 7.10, is a Lender, an Affiliate of a Lender, the Administrative Agent or an Affiliate of the Administrative Agent or (b) at the time it (or its Affiliate) becomes a Lender (including on the Closing Date), is a party to a Hedge Agreement with a Loan Party, in each case in its capacity as a party to such Hedge Agreement.

"Hedging Transaction" of any Person shall mean any transaction of such Person that is the subject of a Hedge Agreement.

"Increased Amount Date" shall have the meaning set forth in Section 2.24.

"Incremental Amendment" shall have the meaning set forth in Section 2.24(c).

"Incur" shall mean issue, assume, enter into any Guarantee of, incur or otherwise become liable for; and the terms "Incurs," "Incurred" and "Incurrence" shall have a correlative meaning; provided that any Indebtedness or Equity Interests of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Subsidiary at the time it becomes a Subsidiary. Any Indebtedness issued at a discount (including Indebtedness on which interest is payable through the issuance of additional Indebtedness) shall be deemed incurred at the time of original issuance of the Indebtedness at the initial accreted amount thereof.

"Indebtedness" of any Person shall mean, without duplication (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person in respect of the deferred purchase price of property or services (other than trade payables and obligations regarding programming rights incurred in the ordinary course of business; provided, that for purposes of Section 8.1(g), trade payables and obligations regarding programming rights overdue by more than 120 days shall be included in this definition except to the extent that any of such trade payables and obligations regarding programming rights are being disputed in good faith and by appropriate measures), (iv) all obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such Person, (v) all Capital Lease Obligations of such Person, (vi) all obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) all Guarantees of such Person of the type of Indebtedness described in clauses (i) through (vi) above and clauses (x) and (xi) below, (viii) all Indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such Indebtedness has been assumed by such Person, provided, that if such obligation shall not have been assumed by such Person and is otherwise limited in recourse only to property of such Person securing such obligation, the amount of such obligation shall not exceed the lesser of (i) the fair market value of the property of such Person securing such obligation as

determined by such Person in good faith and (ii) the amount of such obligation so secured, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any Disqualified Equity Interests of such Person, but excluding any other obligations under any Equity Interests that are not Disqualified Equity Interests, (x) Off-Balance Sheet Liabilities, and (xi) all obligations of such Person under any Hedge Agreement. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner, except to the extent that the terms of such Indebtedness provide that such Person is not liable therefor. For purposes of this Agreement, the amount of any Indebtedness referred to in clause (xi) of the preceding sentence shall be amounts, including any termination payments, required to be paid to a counterparty after giving effect to any contractual netting arrangements, and not any notional amount with regard to which payments may be calculated.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Indemnitee" shall have the meaning set forth in Section 10.3(b).

"Intellectual Property" shall mean (i) patents, trademarks, service marks, trade names, logos, domain names, copyrights, designs and trade secrets, (ii) applications for and registrations of such patents, trademarks, service marks, trade names, logos, domain names, copyrights and designs, (iii) know-how, inventions, whether or not patentable, computer software programs and applications (including source code and object code), databases and data collections, (iv) Websites and (v) any other similar type of proprietary intellectual property right.

"Interest Period" shall mean with respect to (i) any Swingline Borrowing, such period as the Swingline Lender and the Borrower shall mutually agree and (ii) any Eurodollar Borrowing, a period of one, two, three or six months; provided, that:

(i) the initial Interest Period for such Borrowing shall commence on the date of such Borrowing (including the date of any conversion from a Borrowing of another Type), and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires;

(ii) if any Interest Period would otherwise end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such Interest Period would end on the next preceding Business Day;

(iii) any Interest Period which begins on the last Business Day of a calendar month or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of such calendar month; and

(iv) no Interest Period may extend beyond (A) the Revolving Commitment Termination Date with respect to Revolving Loans or (B) the Term Loan Maturity Date with respect to the applicable Term Loans.

"Investments" shall have the meaning as set forth in Section 7.4.

"IRS" shall mean the United States Internal Revenue Service.

"Issuing Bank" shall mean Wells Fargo, in its capacity as issuer of Letters of Credit, or any successor thereto.

"Junior Debt" shall mean any Indebtedness of the Borrower or any Restricted Subsidiary (other than intercompany Indebtedness) that is (i) subordinated in right of payment to the Obligations, (ii) unsecured and/or (iii) secured by a Lien that ranks junior in priority to the Liens securing the Secured Obligations.

"Latest Maturity Date" shall mean, at any date of determination, the latest Term Loan Maturity Date in respect of any Class of Term Loans, in each case, then in effect on such date of determination.

"LC Commitment" shall mean that portion of the Aggregate Revolving Commitment Amount that may be used by the Borrower for the issuance of Letters of Credit in an aggregate face amount not to exceed $15,000,000.

"LC Disbursement" shall mean a payment made by the Issuing Bank pursuant to a Letter of Credit.

"LC Documents" shall mean all applications, agreements and instruments relating to the Letters of Credit (but excluding the Letters of Credit).

"LC Exposure" shall mean, at any time, the sum of (i) the aggregate undrawn amount of all outstanding Letters of Credit at such time, *plus* (ii) the aggregate amount of all LC Disbursements that have not been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Revolving Credit Lender shall be its Pro Rata Share of the total LC Exposure at such time.

"Lead Arrangers" means (i) Wells Fargo Securities, LLC, JPMorgan Chase Bank, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, SunTrust Robinson Humphrey, Inc., Fifth Third Bank, PNC Capital Markets LLC and U.S. Bank National Association, each in their capacity as a lead arranger, (ii) the Cordillera Lead Arrangers ~~and~~, (iii) the Taurus Lead Arrangers and (iv) the Fifth Amendment Lead Arrangers.

"Lender Affiliate" shall mean, as to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with such Person. For the purposes of this definition, "Control" shall mean the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of a Person or (ii) direct or cause the direction of the management and policies of a Person, whether through the ability to exercise voting power, by control, by contract or otherwise. The terms "Controlling," "Controlled by," and "under common Control with" shall have the meanings correlative thereto.

"Lenders" shall have the meaning assigned to such term in the introductory paragraph of this Agreement and shall include the Revolving Credit Lenders, the Term Loan Lenders, where appropriate, the Swingline Lender and each New Lender that joins this Agreement pursuant to Section 2.24.

"Letter of Credit" shall mean any stand-by letter of credit issued pursuant to Section 2.22 by the Issuing Bank for the account of the Borrower pursuant to the LC Commitment.

"Letter of Credit Reserve Account" shall mean any account maintained by the Administrative Agent the proceeds of which shall be applied as provided in Section 8.2(d).

"License" shall mean any authorization, permit, consent, special temporary authorization, franchise, ordinance, registration, certificate, license, agreement or other right filed with, granted or issued by or entered into with a Governmental Authority (including the FCC) which permits or authorizes the acquisition, construction, ownership or operation of a Station or any part thereof.

"Lien" shall mean any mortgage, pledge, security interest, lien (statutory or otherwise), charge, encumbrance, hypothecation, assignment, deposit arrangement, or other arrangement having the practical effect of any of the foregoing or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement and any capital lease having the same economic effect as any of the foregoing).

"Limited Conditionality Acquisition" shall mean any Acquisition that (a) is not prohibited hereunder, (b) is financed in whole or in part with a substantially concurrent Incurrence of Indebtedness permitted under this Agreement, and (c) is not conditioned on the availability of, or on obtaining, third-party financing.

"Loan Documents" shall mean, collectively, this Agreement, the Fourth Amendment, the Fifth Amendment, the Notes (if any), the Subsidiary Guaranty Agreement, the Blocked Account Agreements, the Reaffirmation of Loan Documents, the Fee Letter, all Collateral Access Agreements, the LC Documents, the Security Documents, all Notices of Borrowing, all Notices of Conversion/Continuation, all Compliance Certificates and any and all other instruments, agreements, documents and writings executed by and among any Loan Party, the Administrative Agent or any Lender, the Swingline Lender or the Issuing Bank in connection with any of the foregoing; provided, however, that, notwithstanding the foregoing, no Secured Hedge Agreement and no Secured Cash Management Agreement shall constitute a Loan Document.

"Loan Parties" shall mean the Borrower and the Subsidiary Loan Parties.

"Loans" shall mean all Revolving Loans, Term Loans (if any) and Swingline Loans in the aggregate or any of them, as the context shall require.

"Majority Revolving Credit Lenders" shall mean, at any time, Non-Defaulting Lenders holding at least a majority in interest of the Aggregate Revolving Commitments held by Non-Defaulting Lenders at such time or if the Revolving Commitments have been terminated, Non-Defaulting Lenders owed or holding at least a majority in interest of the Aggregate Revolving Credit Exposure held by Non-Defaulting Lenders at such time.

"Majority Term Loan Lenders" shall mean, at any time, Non-Defaulting Lenders owed or holding at least a majority in interest of the aggregate principal amount of the Term Loans held by all Non-Defaulting Lenders at such time.

"Material Adverse Effect" shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singularly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences whether or not related, a material adverse change in, or a material adverse effect on, (i) the business, results of operations, condition (financial or otherwise), assets, operations, liabilities (contingent or otherwise) or properties of the Borrower and its Restricted Subsidiaries taken as a whole, (ii) the ability of the Loan Parties to pay any of their obligations under the Loan Documents or perform any of their obligations under the Loan Documents or (iii) the rights and remedies of the Administrative Agent, the Issuing Bank, the Swingline Lender, and the Lenders under any of the Loan Documents (other than as a result of any action or inaction on the part of the Administrative Agent, the Issuing Bank, the Swingline Lender or any other Lender).

"Material Contracts" shall mean, collectively, all contracts, leases, instruments, guaranties, licenses or other arrangements (other than the Loan Documents) to which the Borrower or any Restricted Subsidiary of the Borrower is or becomes a party and which are filed or required to be filed with the U.S. Securities and Exchange Commission under Regulation S-K.

"Material Indebtedness" shall mean (a) Indebtedness evidenced by the Senior Notes and (b) Indebtedness (other than the Loans and Letters of Credit) of the Borrower or any of its Restricted Subsidiaries, individually or in an aggregate committed or outstanding amount exceeding $50,000,000. For purposes of determining the amount of attributed Indebtedness from Hedge Agreements, the "principal amount" of any Hedge Agreements at any time shall be the Net Mark-to-Market Exposure of such Hedge Agreements.

"Material Subsidiary" shall mean at any time any direct or indirect Subsidiary of the Borrower having: (a) assets (determined on a consolidating basis) in an amount equal to at least 5.0% of the total assets of the Borrower

and its Subsidiaries determined on a consolidated basis as of the last day of the most recent Fiscal Quarter at such time; or (b) revenues or net income (determined on a consolidating basis) in an amount equal to at least 5.0% of the total revenues or net income of the Borrower and its Subsidiaries on a consolidated basis for the 12-month period ending on the last day of the most recent Fiscal Quarter at such time.

"Minimum Collateral Amount" shall mean, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 103% of the Fronting Exposure of the Issuing Bank with respect to Letters of Credit issued and outstanding at such time and (ii) otherwise, an amount determined by the Administrative Agent and the Issuing Bank in their sole discretion.

"Minimum Extension Condition" shall have the meaning set forth in Section 2.28.

"Moody's" shall mean Moody's Investors Service, Inc.

"Multiemployer Plan" shall have the meaning set forth in Section 4001(a)(3) of ERISA.

"Negative Pledge" shall mean, with respect to any Real Estate, any provision of a document, instrument or agreement (other than any Loan Document) which prohibits, conditions or purports to prohibit or condition the creation or assumption of any Lien on such Real Estate as security for Indebtedness of the Person owning such asset or any other Person; provided, that an agreement that conditions a Person's ability to encumber its assets upon the maintenance of one or more specified ratios that limit such Person's ability to encumber its assets but that do not generally prohibit the encumbrance of its assets, or the encumbrance of specific assets, shall not constitute a Negative Pledge.

"Net Cash Proceeds" shall mean, with respect to any Disposition, Event of Loss or the incurrence by the Borrower or any Restricted Subsidiary thereof of any Indebtedness (other than the Obligations), in each case, after the Closing Date, the aggregate amount of cash (including all insurance proceeds) received as a result of such Disposition, Event of Loss or incurrence of such Indebtedness, net of (x) reasonable and customary transaction costs properly attributable to such transaction and payable by the Borrower or such Restricted Subsidiary to a non-Affiliate in connection with such Disposition, Event of Loss or the incurrence of any Indebtedness, including, without limitation, sales commissions and underwriting discounts and (y) the amount of all taxes paid (or reasonably estimated to be payable) by the Borrower or such Restricted Subsidiary that are directly attributable to such Disposition, Event of Loss or the incurrence of any such Indebtedness.

"Net Mark-to-Market Exposure" of any Person shall mean, as of any date of determination with respect to any Hedging Transaction, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from such Hedging Transaction. "Unrealized losses" shall mean the fair market value of the cost to such Person of replacing the subject Hedging Transaction as of the date of determination (assuming such Hedging Transaction were to be terminated as of that date), and "unrealized profits" shall mean the fair market value of the gain to such Person of replacing such Hedging Transaction as of the date of determination (assuming such Hedging Transaction were to be terminated as of that date).

"Net Proceeds From Equity Issuance" shall mean, with respect to any issuance by the Borrower of Equity Interests (other than Disqualified Equity Interests) to any Person or Persons other than a Restricted Subsidiary of the Borrower, the difference between (a) the aggregate amount of cash received in connection with such equity issuance and (b) the aggregate amount of any reasonable and customary legal, underwriting or other fees and expenses incurred in connection with such equity issuance.

"New Commitments" shall have the meaning set forth in Section 2.24.

"New Lender" shall have the meaning set forth in Section 2.24.

"New Revolving Commitments" shall have the meaning set forth in Section 2.24.

"New Revolving Credit Lender" shall have the meaning set forth in Section 2.24.

"New Revolving Loan" shall have the meaning set forth in Section 2.24.

"New Term Loan Commitment" has the meaning provided in Section 2.24.

"New Term Loan Lender" shall have the meaning set forth in Section 2.24.

"Non-Defaulting Lender" shall mean, at any time, a Lender that is not a Defaulting Lender at such time.

"Non-Exchanging Lender" shall mean each Lender holding Existing Term Loans on the Second Amendment Effective Date that (i) did not execute and deliver a Consent on or prior to the Second Amendment Effective Date or (ii) is a Post-Closing Option Lender.

"Notes" shall mean, collectively, the Revolving Credit Notes, Term Loan Notes and the Swingline Note. "Notice of Conversion/Continuation" shall mean the notice given by the Borrower to the Administrative Agent in respect of the conversion or continuation of an outstanding Borrowing as provided in Section 2.7(b).

"Notice of Borrowing" shall have the meaning as set forth in Section 2.4.

"Notice of Swingline Borrowing" shall have the meaning as set forth in Section 2.5.

"Obligations" shall mean, whether now in existence or hereafter arising, all amounts owing by the Borrower or any other Loan Party to the Administrative Agent, the Issuing Bank, any Lender (including the Swingline Lender and each New Lender) and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.5 and, in each case, their respective successors and permitted assigns, pursuant to or in connection with this Agreement or any other Loan Document or otherwise with respect to any Loan or Letter of Credit, including without limitation, all principal, interest (including any interest accruing after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower or any other Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), all reimbursement obligations, fees, expenses, indemnification and reimbursement payments, costs and expenses (including all reasonable fees and expenses of counsel to the Administrative Agent, the Issuing Bank, any Lender (including the Swingline Lender and each New Lender) and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.5 and, in each case, their respective successors and permitted assigns, incurred pursuant to this Agreement or any other Loan Document), whether direct or indirect, absolute or contingent, liquidated or unliquidated, now existing or hereafter arising hereunder or thereunder, together with all renewals, extensions, modifications or refinancings of any of the foregoing.

"OFAC" shall mean the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Off-Balance Sheet Liabilities" of any Person shall mean (i) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability of such Person under any sale and leaseback transactions that do not create a liability on the balance sheet of such Person, (iii) any Synthetic Lease Obligation or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person.

"Organizational Documents" shall mean (i) with respect to any corporation, its certificate or articles of incorporation or organization, as amended, and its by-laws, as amended, (ii) with respect to any limited partnership, its certificate of limited partnership, as amended, and its partnership agreement, as amended, (iii) with respect to any general partnership, its partnership agreement, as amended, and (iv) with respect to any limited liability company, its articles of organization, certificate of formation or comparable documents, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference

to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"OSHA" shall mean the Occupational Safety and Health Act of 1970, as amended from time to time, and any successor statute.

"Other Connection Taxes" shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.26).

"Parent Company" shall mean, with respect to a Lender, the bank holding company (as defined in Federal Reserve Board Regulation Y), if any, of such Lender, and/or any Person owning, beneficially or of record, directly or indirectly, a majority of the shares of such Lender.

"Participant" shall have the meaning set forth in Section 10.4(d).

"Participant Register" shall have the meaning set forth in Section 10.4(e).

"Patriot Act" shall mean the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended and in effect from time to time.

"Payment Office" shall mean the office of the Administrative Agent located at 1525 W WT Harris Blvd, Charlotte, North Carolina 28262, or such other location as to which the Administrative Agent shall have given written notice to the Borrower and the other Lenders.

"PBGC" shall mean the Pension Benefit Guaranty Corporation referred to and defined in ERISA, and any successor entity performing similar functions.

"Perfection Certificate" shall mean a certificate or certificates of the Loan Parties in substantially the form of Exhibit F hereto.

"Permitted Acquisition" shall have the meaning set forth in Section 7.3(b); provided, however, that notwithstanding anything herein to the contrary, the Taurus Acquisition shall be deemed to be a Permitted Acquisition for all purposes under this Agreement.

"Permitted Acquisition Target" shall mean, with respect to any Acquisition, the Person (i) whose assets or business is the target of such Acquisition or (ii) the majority of whose Equity Interests are the target of such Acquisition.

"Permitted Holders" shall mean all lineal descendants of Robert Paine Scripps or John Paul Scripps, or trusts for the benefit of such lineal descendants or their spouses.

"Permitted Investments" shall mean:

(i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States (or by any agency thereof to the extent such obligations

are backed by the full faith and credit of the United States), in each case maturing within one year from the date of acquisition thereof;

(ii) commercial paper having the highest rating, at the time of acquisition thereof, of S&P or Moody's and in either case maturing within six months from the date of acquisition thereof;

(iii) certificates of deposit, bankers' acceptances and time deposits maturing within 180 days of the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States or any state thereof which has a combined capital and surplus and undivided profits of not less than $500,000,000;

(iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above and entered into with a financial institution satisfying the criteria described in clause (iii) above;

(v) mutual funds investing solely in any one or more of the Permitted Investments described in clauses (i) through (iv) above; and

(vi) other short term, liquid investments approved by the Administrative Agent.

"Permitted Liens" shall mean, as applied to any Person:

(a) Liens created pursuant to the Loan Documents to secure the Secured Obligations;

(b) (i) Liens on Real Estate for real estate taxes not yet delinquent and (ii) Liens for taxes, assessments, judgments, governmental charges or levies, or claims not yet delinquent or the non-payment of which is being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been set aside on such Person's books;

(c) Liens of carriers, warehousemen, mechanics, laborers, suppliers, workers and materialmen incurred in the ordinary course of business for sums not yet due or being diligently contested in good faith, if such reserve or appropriate provision, if any, as shall be required by GAAP shall have been made therefor;

(d) Liens incurred in the ordinary course of business in connection with worker's compensation and unemployment insurance or other types of social security benefits;

(e) Easements, rights-of-way, restrictions (including zoning or deed restrictions), and other similar encumbrances on the use of real property which in the reasonable opinion of the Administrative Agent do not materially interfere with the ordinary conduct of the business of such Person;

(f) Deposits to secure the performance of bids, trade contracts, tenders, sales, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(g) Liens on assets of the Borrower or any of its Restricted Subsidiaries existing as of the Fourth Amendment Closing Date which are set forth on Schedule 7.2;

(h) statutory Liens in favor of landlords with respect to inventory at leased premises in a state that provides for statutory Liens in favor of landlords or Liens arising under leases entered into by the Borrower or any of its Restricted Subsidiaries in the ordinary course of business;

(i) (i) Liens with respect to property or assets of any Subsidiary that is not a Loan Party

securing Indebtedness of a Subsidiary that is not a Loan Party permitted under Section 7.1 and (ii) Liens with respect to Equity Interests in joint ventures securing Indebtedness permitted under Section 7.1(n);

(j) judgment and attachment liens not giving rise to an Event of Default or Liens created by or existing from any litigation or legal proceeding that are currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with GAAP;

(k) Liens of (i) a collecting bank arising in the ordinary course of business under Section 4-210 of the Uniform Commercial Code as in effect in the relevant jurisdiction and (ii) any depositary bank in connection with statutory, common law and contractual rights of set-off and recoupment with respect to any deposit account of the Borrower or any Restricted Subsidiary thereof, in each case, other than any deposit account with deposits intended as cash collateral;

(l) Liens on insurance policies and the proceeds thereof in favor of the provider of such insurance policies securing the financing of the premiums with respect thereto;

(m) leases, subleases, licenses or sublicenses on the property covered thereby, in each case, in the ordinary course of business which do not (i) materially interfere with the business of the Borrower and its Restricted Subsidiaries, taken as a whole or (ii) secure any Indebtedness;

(n) Liens in favor of a seller solely on any cash earnest money deposits or indemnity escrows made by the Borrower or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement with respect to any Permitted Acquisition;

(o) Liens evidenced by precautionary UCC financing statements relating to operating leases, bailments and consignments of personal property; and

(p) Liens on assets or Equity Interests of Unrestricted Subsidiaries that secure non-recourse Indebtedness of Unrestricted Subsidiaries.

"Permitted Refinancing" shall mean, with respect to any Person, any modification (other than a release of such Person), refinancing, replacement, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, replaced, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, replacement, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.1(c), such modification, refinancing, refunding, renewal or extension has a final stated maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) such modified, refinanced, refunded, renewed or extended Indebtedness shall only be guaranteed by the Borrower or Restricted Subsidiaries of the Borrower that are otherwise guarantors of the Indebtedness being modified, refinanced, refunded, renewed or extended at the time such modification, refinancing, refund, renewal or extension of Indebtedness occurs,
(d) such modified, refinanced, refunded, renewed or extended Indebtedness shall not be secured by any property or assets other than the property or assets that were collateral (and then only with the same or lesser priority) for the Indebtedness being modified, refinanced, refunded, renewed or extended, in each case, at the time of such modification, refinancing, refunding, renewal or extension (unless in connection with an acquisition to the extent any additional property or assets constituting collateral for the modified, refinanced, refunded, renewed or extended Indebtedness also secure the Secured Obligations in accordance with the terms herein), and (e) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Secured Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Secured Obligations on terms at least as favorable, taken as a whole (as determined by the

Administrative Agent), to the Lenders as those contained in the documentation governing the Indebtedness being so modified, refinanced, refunded, renewed or extended.

"Person" shall mean any individual, partnership, firm, corporation, association, joint venture, limited liability company, trust or other entity, or any Governmental Authority.

"Plan" shall mean any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Post-Closing Option Lender" shall mean each Lender that executed and delivered a Consent indicating the "Post-Closing Settlement Option" in the Consent.

"Prior Closing Date" shall mean April 1, 2015.

"Pro Forma Basis" shall mean, in connection with any calculation of the Total Net Leverage Ratio or the Senior Secured Net Leverage Ratio, the calculation thereof after giving effect on a *pro forma* basis to (x) the Incurrence or repayment of any Indebtedness after the first day of the relevant period of eight (8) consecutive Fiscal Quarters (the "Relevant Period") (including any Incurrence of Indebtedness to finance a transaction or payment giving rise for the need to make such determination) as if such Indebtedness had been Incurred or repaid on the first day of such Relevant Period (and, in the case of Incurrence, remains outstanding on the date of measurement), (y) the making of any Restricted Payment, Investment or Permitted Acquisition after the first day of the Relevant Period as if such Restricted Payment, Investment or Permitted Acquisition had been made on the first day of such Relevant Period and (z) the sale or other disposition of assets after the first day of the Relevant Period as if such asset sale had been made as of the first day of such Relevant Period.

"Pro Rata Share" shall mean, with respect to (i) any Revolving Credit Lender at any time, a percentage, the numerator of which shall be such Lender's Revolving Commitment (or if such Revolving Commitments have been terminated or expired or the Revolving Loans have been declared to be due and payable, such Lender's Revolving Credit Exposure) and the denominator of which shall be the sum of all Lenders' Revolving Commitments (or if such Revolving Commitments have been terminated or expired or the Loans have been declared to be due and payable, all Revolving Credit Exposure of all Lenders funded under such Revolving Commitments) and (ii) any Term Loan Lender at any time, a percentage, the numerator of which shall be the aggregate outstanding principal amount of Term Loans of a particular Class held by such Lender and the denominator of which shall be the aggregate outstanding principal amount of all Term Loans of such Class at such time. A Lender's Pro Rata Share with respect to any Letter of Credit, LC Disbursement, LC Exposure, Swingline Loan or Swingline Exposure shall be determined as to such Lender in its capacity as a Revolving Credit Lender in accordance with clause (i) above.

"Property" shall mean any real property or personal property, plant, building, facility, structure, underground storage tank or unit, equipment, inventory or other asset owned, leased or operated by the Borrower or any Subsidiary (including, without limitation, any surface water thereon or adjacent thereto, and soil and groundwater thereunder).

"PTE" shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Qualified Equity Interests" of any Person means Equity Interests of such Person other than Disqualified Equity Interests. Unless otherwise specified, Qualified Equity Interests refer to Qualified Equity Interests of the Borrower.

"Ratings Trigger" shall mean, as of any date of determination, the Borrower has a Credit Rating equal to or higher than BB by S&P and equal to or higher than Ba2 by Moody's, in each such case with a "stable" or better

outlook.

"Reaffirmation of Loan Documents" shall mean a Master Reaffirmation of Loan Documents in substantially the form of Exhibit C attached hereto.

"Real Estate" shall mean a parcel (or group of related parcels) of real property owned by the Borrower or any Subsidiary of the Borrower.

"Recipient" shall mean, as applicable, (a) the Administrative Agent, (b) any Lender and (c) the Issuing Bank.

"Refinancing Notes" shall mean any secured or unsecured notes or loans issued by the Borrower or any Subsidiary Loan Party (whether under an indenture, a credit agreement or otherwise) and the Indebtedness represented thereby; provided, that (a) 100% of the Net Cash Proceeds of such Refinancing Notes are used to permanently reduce Loans and/or replace Commitments substantially simultaneously with the issuance thereof; (b) the principal amount (or accreted value, if applicable) of such Refinancing Notes does not exceed the principal amount (or accreted value, if applicable) of the aggregate portion of the Loans so reduced and/or Commitments so replaced (plus unpaid accrued interest and premium (including tender premiums) thereon and underwriting discounts, defeasance costs, fees, commissions and expenses); (c) the final maturity date of such Refinancing Notes is on or after the Term Loan Maturity Date or the Revolving Commitment Termination Date, as applicable, of the Term Loans so reduced or the Revolving Commitments so replaced; (d) the Weighted Average Life to Maturity of such Refinancing Notes is greater than or equal to the remaining Weighted Average Life to Maturity of the Term Loans so reduced or the Revolving Commitments so replaced, as applicable; (e) in the case of Refinancing Notes in the form of notes issued under an indenture, the terms thereof do not provide for any scheduled repayment, mandatory redemption or sinking fund obligations prior to the Term Loan Maturity Date of the Term Loans so reduced or the Revolving Commitment Termination Date of the Revolving Commitments so replaced, as applicable (other than customary offers to repurchase or mandatory prepayment provisions upon a change of control, asset sale or event of loss and customary acceleration rights after an event of default); (f) the other terms of such Refinancing Notes (other than interest rates, fees, floors, funding discounts and redemption or prepayment premiums and other pricing terms), taken as a whole, are substantially similar to, or not materially less favorable to the Borrowers and its Subsidiaries than the terms, taken as a whole, applicable to the Tranche B-1 Term Loans or the Tranche B-2 Term Loans (except for covenants or other provisions applicable only to periods after the applicable Term Loan Maturity Date in effect at the time such Refinancing Notes are issued or those that are otherwise reasonably acceptable to the Administrative Agent), as determined by the Borrower in good faith (or, if more restrictive, the Loan Documents are amended to contain such more restrictive terms to the extent required to satisfy the foregoing standard); (g) there shall be no obligor in respect of such Refinancing Notes that is not a Loan Party; (h) Refinancing Notes that are secured by Collateral shall be subject to the provisions of a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and (i) if such Refinancing Notes are secured, such Refinancing Notes shall not be secured by any assets of the Borrower or its Subsidiaries other than assets constituting Collateral.

"Refinancing Term Loans" has the meaning assigned to such term in Section 2.24(e).

"Regulation D" shall mean Regulation D of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Regulation T" shall mean Regulation T of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Regulation U" shall mean Regulation U of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Regulation X" shall mean Regulation X of the Board of Governors of the Federal Reserve System, as the same may be in effect from time to time, and any successor regulations.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors or other representatives of such Person and such Person's Affiliates.

"Release" shall mean any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

"Replacement Revolving Facilities" shall have the meaning assigned to such term in Section 2.24(g). "Replacement Revolving Commitments" shall have the meaning assigned to such term in Section 2.24(g). "Replacement Revolving Credit Lender" shall mean any Lender with a Replacement Revolving Commitment.

"Replacement Revolving Facility Effective Date" shall have the meaning assigned to such term in Section 2.24(g).

"Replacement Revolving Loans" shall have the meaning assigned to such term in Section 2.24(g).

"Required Lenders" shall mean, at any time, Lenders holding more than 50% of (i) the aggregate outstanding Revolving Commitments at such time (or if the Lenders have no Revolving Commitments outstanding, then Lenders holding more than 50% of the Revolving Credit Exposure) and (ii) the aggregate outstanding principal amount of the Term Loans, if any, at such time. The Commitments and Loans of any Defaulting Lender shall be disregarded in determining Required Lenders at any time.

"Required Percentage" shall mean, with respect to an Excess Cash Flow Period, 50%; provided, that (a) if the First Lien Net Leverage Ratio as at the end of the Applicable Period is less than or equal to 3.50 to 1.00 but greater than 3.00 to 1.00, such percentage shall be 25% and (b) if the First Lien Net Leverage Ratio as at the end of the Applicable Period is less than or equal to 3.00 to 1.00, such percentage shall be 0%.

"Requirement of Law" for any Person shall mean the Organizational Documents of such Person, and any Applicable Law (including the Communications Laws), or determination of a Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" shall mean any of the president, the chief executive officer, the chief operating officer, the chief financial officer, the treasurer or a vice president of a Person or such other representative of a Person as may be designated in writing by any one of the foregoing with the consent of the Administrative Agent; and, with respect to the Financial Covenant and Compliance Certificate, Responsible Officer shall mean only the chief financial officer or the treasurer of the Borrower or such other officer of the Borrower as may be agreed to in writing by the Administrative Agent.

"Restricted Cash Deposit Account" shall mean that certain restricted cash deposit held by the Borrower's insurance carrier so long as maintenance of such account is necessary to provide financial assurance to such insurance carrier of the Borrower's ability to fulfill certain obligations with respect to cash requirements associated with workers compensation self-insurance.

"Restricted Material Subsidiary" shall mean any Restricted Subsidiary that is also a Material Subsidiary.

"Restricted Payment" shall have the meaning set forth in Section 7.5.

"Restricted Subsidiary" shall mean any Subsidiary other than an Unrestricted Subsidiary.

"Retained Declined Proceeds" shall have the meaning set forth in Section 2.12(f).

"Retained Percentage" shall mean, with respect to any Excess Cash Flow Period, (a) 100% minus (b) the Required Percentage with respect to such Excess Cash Flow Period.

"Revolving Commitment" shall mean (a) with respect to each Revolving Credit Lender, the commitment of such Lender to make Revolving Loans to the Borrower and to acquire participations in Letters of Credit and Swingline Loans in an aggregate principal amount not exceeding the amount set forth with respect to such Lender on Schedule II, or in the case of a Person becoming a Lender after the Closing Date through an assignment of an existing Revolving Commitment, the amount of the assigned "Revolving Commitment" as provided in the Assignment and Acceptance or joinder agreement, as applicable, executed by such Person, (b) any New Revolving Commitment of a New Revolving Credit Lender to make New Revolving Loans to the Borrower and to acquire participations in Letters of Credit and Swingline Loans in an aggregate principal amount not exceeding such New Revolving Credit Lender's New Revolving Commitment, (c) any Extended Revolving Commitment of an Extending Revolving Credit Lender to make Extended Revolving Loans to the Borrower and to acquire participations in Letters of Credit and Swingline Loans in an aggregate principal amount not exceeding such Extending Revolving Credit Lender's Extended Revolving Commitment, as the context may require, in each case, as such commitment may be subsequently increased or decreased pursuant to terms hereof or (d) any Replacement Revolving Commitment of a Replacement Revolving Credit Lender to make Replacement Revolving Loans to the Borrower and to acquire participations in Letters of Credit and Swingline Loans in an aggregate principal amount not exceeding such Replacement Revolving Credit Lender's Replacement Revolving Commitment.

"Revolving Commitment Termination Date" shall mean the earliest of (i) April 27, 2022 (or, solely with respect to any Extended Revolving Loans or Replacement Revolving Loans, the termination date for the related Extended Revolving Commitments or Replacement Revolving Commitments, as applicable), (ii) the date on which the Revolving Commitments are terminated pursuant to Section 2.8 and (iii) the date on which all Revolving Loans outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

"Revolving Credit Exposure" shall mean, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans, LC Exposure and Swingline Exposure.

"Revolving Credit Lender" shall mean each Lender with a Revolving Commitment (including the Added Lender) or, to the extent the Revolving Commitments have been terminated, a Revolving Loan or other Revolving Credit Exposure.

"Revolving Credit Note" shall mean a promissory note of the Borrower payable to the order of a requesting Lender in the principal amount of such Lender's Revolving Commitment, in substantially the form of Exhibit A.

"Revolving Facility" shall mean the extensions of credit made hereunder by Lenders holding a Revolving Commitment.

"Revolving LC Participation Fee" shall have the meaning set forth in Section 2.14(c).

"Revolving Loan" shall mean a loan made by a Lender (other than the Swingline Lender) to the Borrower under its Revolving Commitment, which may either be a Base Rate Loan or a Eurodollar Loan.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, and any successor thereto.

"Sale/Leaseback Transaction" shall have the meaning set forth in Section 7.9.

"Sanctioned Country" shall mean, at any time, a country or territory that is, or whose government is, the subject or target of any Sanctions.

"Sanctioned Person" shall mean, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, any EU member state or Her Majesty's Treasury of the United Kingdom, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Second Amendment" shall mean the Second Amendment to this Agreement, dated as of the Second Amendment Effective Date.

"Second Amendment Effective Date" shall mean April 3, 2018, which is the first Business Day on which all of the conditions precedent set forth in Section 5 of the Second Amendment have been satisfied or waived and the Tranche B Term Loans are funded or deemed funded through a cashless settlement pursuant to Section 2.2(b), as applicable.

"Secured Cash Management Agreement" shall mean any Cash Management Agreement between or among any Loan Party and any Cash Management Bank.

"Secured Hedge Agreement" shall mean any Hedge Agreement between or among any Loan Party and any Hedge Bank.

"Secured Obligations" shall mean, collectively, (a) the Obligations and (b) all existing or future payment and other obligations owing by any Loan Party under (i) any Secured Hedge Agreement (other than an Excluded Swap Obligation) and (ii) any Secured Cash Management Agreement.

"Secured Parties" shall mean, collectively, the Administrative Agent, the Lenders (including the Swingline Lender and each New Lender), the Issuing Bank, the Hedge Banks, the Cash Management Banks, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.5, any other holder from time to time of any of any Secured Obligations and, in each case, their respective successors and permitted assigns.

"Security Agreement" shall mean the Amended and Restated Pledge and Security Agreement dated as of the Prior Closing Date among the Loan Parties and the Administrative Agent, as amended or otherwise modified on the Closing Date pursuant to the Reaffirmation of Loan Documents.

"Security Documents" shall mean, collectively, the Security Agreement, all UCC-1 financing statements, all intellectual property security agreements and any other document, instrument or agreement granting a Lien on the Collateral as security for the Secured Obligations.

"Senior Notes" shall mean the $400.0 million in aggregate principal amount of 5.125% senior unsecured notes due 2025 issued under the 2017 Indenture.

"Senior Secured Net Leverage Ratio" shall mean, as of any date, the ratio of (i) Consolidated Total Debt as of such date that is secured by a Lien on any assets (including Equity Interests) of the Borrower and/or its Restricted Subsidiaries to (ii) the quotient of: (x) Consolidated EBITDA for the eight (8) consecutive Fiscal Quarters ending on or immediately prior to such date *divided by* (y) two (2).

"Specified Cordillera Purchase Agreement Representations" shall mean such of the representations made by the Cordillera Acquired Companies and/or the Cordillera Seller or the subsidiaries or affiliates of the Cordillera Seller, or with respect to the Cordillera Acquired Companies, their subsidiaries or their business, in the Cordillera Purchase Agreement as are material to the interests of the Tranche B-1 Term Lenders and/or the Revolving Lenders, but only to the extent that the Borrower or its affiliates have the right to terminate its or their respective obligations under the Cordillera Purchase Agreement or otherwise decline to close the Cordillera Acquisition as a result of a breach of any such representations or any such representations not being accurate (in each case, determined without regard to any notice requirement).

"Specified Representations" shall mean the representations and warranties made in Section 4.1(i), Section 4.1(ii), Section 4.2, Section 4.4(a), Section 4.4(c), Section 4.9, Section 4.11, Section 4.17, Section 4.19, Section 4.20, Section 4.21 and Section 4.22 of this Credit Agreement.

"Station" shall mean (a) each television or radio station identified as such on Schedule 4.23 and (b) any television or radio station the Licenses of which are owned or held by the Borrower or any of its Restricted Subsidiaries on or after the Closing Date.

"Subsidiary" shall mean, with respect to any Person (the "parent"), any corporation, partnership, joint venture, limited liability company, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, partnership, joint venture, limited liability company, association or other entity (i) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power, or in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise indicated, all references to "Subsidiary" hereunder shall mean a Subsidiary of the Borrower. Notwithstanding the foregoing (except as used in the definition of Unrestricted Subsidiary contained herein), an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of the Borrower or any of its respective Subsidiaries for purposes of this Agreement or any other Loan Document, and the financial statements and consolidation of accounts of the Borrower and its Restricted Subsidiaries shall not, for purposes of this Agreement, be consolidated with any Unrestricted Subsidiary.

"Subsidiary Guaranty Agreement" shall mean the Amended and Restated Subsidiary Guaranty Agreement, dated as of the Prior Closing Date, made by each Guarantor listed on the signature pages thereof in favor of the Administrative Agent, as amended or otherwise modified on the Closing Date pursuant to the Reaffirmation of Loan Documents.

"Subsidiary Guaranty Supplement" shall mean each supplement substantially in the form of Annex I to the Subsidiary Guaranty Agreement executed and delivered by a Subsidiary of the Borrower pursuant to Section 5.12.

"Subsidiary Loan Party" shall mean any Subsidiary that executes or becomes a party to the Subsidiary Guaranty Agreement and "Subsidiary Loan Parties" means each such Subsidiary, collectively.

"Swap Obligation" shall mean, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Swingline Borrowing" means a Borrowing of a Swingline Loan.

"Swingline Commitment" shall mean the commitment, if any, of the Swingline Lender to make Swingline Loans. As of the Closing Date, the Swingline Commitment is $10,000,000.

"Swingline Exposure" shall mean, with respect to each Revolving Credit Lender, the principal amount of the Swingline Loans in which such Lender is legally obligated either to make a Base Rate Loan or to purchase a participation in accordance with Section 2.5, which shall equal such Lender's Pro Rata Share of all outstanding Swingline Loans.

"Swingline Lender" shall mean Wells Fargo.

"Swingline Loan" shall mean a loan made to the Borrower by the Swingline Lender under the Swingline Commitment.

"Swingline Note" shall mean the promissory note of the Borrower payable to the order of the Swingline Lender in the principal amount of the Swingline Commitment, substantially the form of Exhibit B.

"Swingline Rate" shall mean, for any Interest Period, the Base Rate in effect from time to time *plus* the Applicable Margin with respect to Base Rate Revolving Loans.

"Synthetic Lease" shall mean a lease transaction under which the parties intend that (i) the lease will be treated as an "operating lease" by the lessee pursuant to FASB ASC 840 and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"Synthetic Lease Obligations" shall mean, with respect to any Person, the sum of (i) all remaining rental obligations of such Person as lessee under Synthetic Leases which are attributable to principal and, without duplication, (ii) all rental and purchase price payment obligations of such Person under such Synthetic Leases assuming such Person exercises the option to purchase the lease property at the end of the lease term.

"Taurus Acquired Business" shall mean the Purchased Assets (as defined in the Taurus Purchase Agreement) and the Assumed Liabilities (as defined in the Taurus Purchase Agreement).

"Taurus Acquisition" shall mean the acquisition by the Borrower of the Taurus Acquired Business in accordance with the terms of the Taurus Purchase Agreement.

"Taurus Acquisition Agreement" shall mean that certain Purchase Agreement dated as of March 20, 2019 between Scripps Media, Inc., Scripps Broadcasting Holdings, LLC and Taurus Seller (without giving effect to any waiver, consent, amendment or other modification thereof that is material and adverse to the Lenders under the Taurus Term Loan Facility or the Taurus Revolving Commitment Increase or the Administrative Agent unless agreed to in writing by the Administrative Agent, such agreement not to be unreasonably withheld, delayed or conditioned), together with all exhibits, disclosure schedules and side letters, if any, related thereto.

"Taurus Effective Date" shall have the meaning assigned to such term in the Fourth Amendment.

"Taurus Fee Letter" shall mean that certain Amended and Restated Fee Letter, dated as of April 4, 2019, by and among the Borrower, Morgan Stanley Senior Funding, Inc., Wells Fargo Bank, National Association, Wells Fargo Securities, LLC, SunTrust Robinson Humphrey, Inc., SunTrust Bank, Bank of America, N.A., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Fifth Third Bank, PNC Bank, National Association, PNC Capital Markets LLC and U.S. Bank National Association.

"Taurus Lead Arrangers" shall mean Morgan Stanley Senior Funding, Inc., Wells Fargo Securities, LLC, SunTrust Robinson Humphrey, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Fifth Third Bank, PNC Capital Markets LLC and U.S. Bank National Association, each in their capacity as a joint lead arranger and joint bookrunner in respect of a portion of the Tranche B-1 Term Loans.

"Taurus Revolving Commitment Increase" shall have the meaning assigned to such term in the Fourth Amendment.

"Taurus Seller" shall mean Nexstar Media Group, Inc.

"Taurus Special Mandatory Prepayment" shall have the meaning assigned to such term in Section 2.12(a)(y).

"Taurus Special Mandatory Prepayment Date" shall have meaning assigned to such term in Section 2.12(a)(y).

"Taurus Special Mandatory Prepayment Trigger Date" shall have the meaning assigned to such term in Section 2.12(a)(y).

"Taurus Term Loan Facility" shall have the meaning assigned to such term in Section 2.24(a).

"Taurus Termination Modifications" shall have the meaning set forth in Section 1.7(a).

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" shall mean, as the context may require, (a) the Tranche B Term Loans, (b) the Tranche B-1 Term Loans, (c) the Tranche B-2 Term Loans, (d) any New Term Loans, (~~d~~e) any Extended Term Loans and/or (~~e~~f) any Refinancing Term Loans.

"Term Loan Commitment" shall mean (a) the Tranche B-1 Term Loan Commitments, (b) the Tranche B-2 Term Loan Commitments or (~~b~~c) any New Term Loan Commitment provided for pursuant to Section 2.24, in each case, as the context may require. Upon the effectiveness of the Fourth Amendment and immediately after giving effect thereto, the Tranche B-1 Term Loan Commitments shall be deemed terminated in full. Upon the effectiveness of the Fifth Amendment and immediately after giving effect thereto, the Tranche B-2 Term Loan Commitments shall be deemed terminated in full.

"Term Loan Facility" shall mean the extensions of credit hereunder, if any, from time to time in the form a Term Loan made by the Term Loan Lenders.

"Term Loan Lender" shall mean, (i) each Tranche B Term Loan Lender (ii) each Tranche B-1 Term Lender, (iii) each Tranche B-2 Term Lender and (~~iii~~iv) each Lender holding an outstanding Tranche B Term Loan, Tranche B-1 Term Loan, Tranche B-2 Term Loan, New Term Loan and/or Refinancing Term Loan.

"Term Loan Maturity Date" shall mean (a) in the case of the Tranche B Term Loans, the earlier of (i) October 2, 2024 and (ii) the date on which all Tranche B Term Loans outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise), (b) in the case of the Tranche B-1 Term Loans, the earlier of (i) May 1, 2026 and (ii) the date on which all Tranche B-1 Term Loans outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise) ~~and (c~~, (c) in the case of the Tranche B-2 Term Loans, the earlier of (i) May 1, 2026 and (ii) the date on which all Tranche B-2 Term Loans outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise) and (d) with respect to any New Term Loans, Extended Term Loans and/or Refinancing Term Loans, the earlier of (i) the maturity date specified in the Incremental Amendment applicable to such New Term Loans, Extended Term Loans and/or Refinancing Term Loans, as applicable, and (ii) the date on which all amounts in respect of such New Term Loans, Extended Term Loans and/or Refinancing Term Loans, as applicable, outstanding under this Agreement have been declared or have automatically become due and payable (whether by acceleration or otherwise).

"Term Loan Note" shall mean a promissory note of the Borrower payable to the order of a requesting Term Loan Lender in the principal amount of such Term Loan Lender's Term Loan Commitment, if any, or the aggregate outstanding amount of Term Loans, if any, held by such Term Loan Lender (or both, as the context may require), in substantially the form of Exhibit J.

"Test Period" shall mean, at any date of determination, the most recently completed eight (8) consecutive Fiscal Quarters ending on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 5.1(a) or (b).

"Total Net Leverage Ratio" shall mean, as of any date, the ratio of (i) Consolidated Total Debt as of such date to (ii) the quotient of: (x) Consolidated EBITDA for the eight (8) consecutive Fiscal Quarters ending on or immediately prior to such date *divided by* (y) two (2).

"Trade Date" shall have the meaning set forth in Section 10.4(h).

"Tranche B-1 Term Lenders" shall have the meaning assigned to such term in the Fourth Amendment.

"Tranche B-1 Term Loan" shall have the meaning assigned to such term in the Fourth Amendment.

"Tranche B-2 Term Lenders" shall have the meaning assigned to such term in the Fifth Amendment.

"Tranche B-2 Term Loan" shall have the meaning assigned to such term in the Fifth Amendment.

"Tranche B-1 Term Loan Commitment" shall have the meaning assigned to such term in the Fourth Amendment. As of the Fourth Amendment Closing Date, the aggregate amount of the Tranche B-1 Term Loan Commitments is $765,000,000.

"Tranche B-2 Term Loan Commitment" shall have the meaning assigned to such term in the Fifth Amendment. As of the Fifth Amendment Closing Date, the aggregate amount of the Tranche B-2 Term Loan Commitments is $761,175,000.

"Tranche B Term Loan" shall mean, collectively, (i) Existing Term Loans exchanged for a like principal amount of Tranche B Term Loans pursuant to Section 2.2(b)(i) and (ii) each Additional Tranche B Term Loan made pursuant to Section 2.2(b)(ii), in each case on the Second Amendment Effective Date.

"Tranche B Term Loan Commitment" shall mean the Additional Tranche B Term Loan Commitment and the Tranche B Term Loan Exchange Commitments. After giving effect to Second Amendment, on the Second Amendment Effective Date, the aggregate amount (which includes, in the case of the Tranche B Term Loan Exchange Commitments, the aggregate principal amount to be exchanged) of the Tranche B Term Loan Commitments shall be $298,500,000.00.

"Tranche B Term Loan Exchange Commitment" shall mean the agreement of a Lender to exchange its Existing Term Loans for an equal aggregate principal amount of Tranche B Term Loans on the Second Amendment Effective Date, as evidenced by such Lender executing and delivering its Consent and indicating the "Cashless Settlement Option."

"Tranche B Term Loan Lender" shall mean, collectively, (i) each Lender that executes and delivers a Consent and indicates the "Cashless Settlement Option" prior to the Second Amendment Effective Date, (ii) the Additional Tranche B Term Loan Lender and (iii) after the Second Amendment Effective Date, each Lender with an outstanding Tranche B Term Loan.

"Transaction Documents" shall mean, individually and collectively, the Loan Documents, the 2017

Indenture and the Senior Notes and all other agreements, documents or instruments executed in connection with the Transactions.

"Transactions" shall mean, individually and collectively, the issuance of the Senior Notes on the Closing Date, the prepayment in full of the Term Loans (as defined in the Existing Credit Agreement), the initial Borrowing of Revolving Loans (if any) and issuance of Letters of Credit on the Closing Date, and the payment of all fees, costs and expenses in connection with the foregoing.

"Transformative Acquisition" means any Acquisition or other Investment by the Borrower or any Restricted Subsidiary, whether by purchase, merger or otherwise, that (i) is not permitted by the terms of this Agreement immediately prior to the consummation of such Acquisition or other Investment, or (ii) if permitted by the terms of the Loan Documents immediately prior to the consummation of such Acquisition or other Investment, the terms of the Loan Documents would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility for the continuation or expansion of their combined operations following such consummation, as determined by the Borrower acting in good faith.

"Type" when used in reference to a Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted LIBO Rate or the Base Rate.

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided, further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"Unrestricted Cash and Cash Equivalents" shall mean, on any date of determination, all Cash (excluding, for purposes of clarity, any amounts available to be drawn or funded under lines of credit or other debt facilities, including, without, limitation, revolving loans) and all cash equivalents owned by the Loan Parties, in each case, on the date of determination; provided, however, that amounts calculated under this definition shall exclude any amounts that would not be considered "cash" or "cash equivalents" under GAAP or "cash" or "cash equivalents" as recorded on the books of the Loan Parties; provided, further, that amounts and cash equivalents included under this definition shall (i) be included only to the extent such amounts or cash equivalents are (A) not subject to any Lien or other restriction or encumbrance of any kind (other than Liens (x) arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights so long as such liens and rights are not being enforced or otherwise exercised and (y) in favor of Administrative Agent) and (B) subject to a perfected Lien in favor of the Administrative Agent and (ii) exclude any amounts held by the Loan Parties in escrow, trust or other fiduciary capacity for or on behalf of a client of the Borrower, any Subsidiary or any of their respective Affiliates.

"Unrestricted Subsidiary" shall mean (1) any Subsidiary of the Borrower, whether now owned or acquired or created after the Fourth Amendment Closing Date, that is designated by the Borrower as an Unrestricted Subsidiary hereunder by written notice to the Administrative Agent; provided, that the Borrower shall only be permitted to so designate a new Unrestricted Subsidiary after the Fourth Amendment Closing Date so long as (i) no Default or Event of Default has occurred and is continuing or would result therefrom, (ii) such Unrestricted Subsidiary shall be capitalized (to the extent capitalized by the Borrowers or any of their Subsidiaries) through Investments as permitted by, and in compliance with, Section 7.4, and any prior or concurrent Investments in such Subsidiary by the Borrowers or any of their Subsidiaries shall be deemed to have been made under Section 7.4, and (iii) without duplication of clause (ii), any net assets owned by such Unrestricted Subsidiary at the time of the initial designation thereof shall be treated as Investments pursuant to Section 7.4; and (2) any subsidiary of an Unrestricted Subsidiary. The Borrower may designate any Unrestricted Subsidiary to be a Restricted Subsidiary

for purposes of this Agreement (each, a "Subsidiary Redesignation"); provided, that (i) no Default or Event of Default has occurred and is continuing or would result therefrom, (ii) immediately after giving effect to such Subsidiary Redesignation, the Borrower shall be permitted to incur $1.00 of additional Indebtedness under Section 7.1(k) and (iii) the Borrower shall have delivered to the Administrative Agent an officer's certificate executed by a Responsible Officer of the Borrower, certifying to the best of such officer's knowledge, compliance with the requirements of preceding clauses (i) and (ii).

"U.S. Person" shall mean any Person that is a "United States person" as defined in Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" shall have the meaning set forth in Section 2.20(g)(ii)(B)(iii). "Websites" shall mean, as to any Person, any and all Internet websites owned, operated or licensed by or for the benefit of such Person, including any content contained thereon or related thereto (but excluding any content that is not produced by or on behalf of such Person).

"Weighted Average Life to Maturity" shall mean, when applied to any Indebtedness at any date, the number of years obtained by dividing: (a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (b) the then outstanding principal amount of such Indebtedness.

"Wells Fargo" shall mean Wells Fargo Bank, National Association, a national banking association.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Working Capital" shall mean, at any time of determination, (a) the consolidated current assets (other than cash and Permitted Investments) of the Borrower and its Restricted Subsidiaries at such time *minus* (b) the consolidated current liabilities of the Borrower and its Restricted Subsidiaries at such time, but excluding any current portion of long term debt; provided that increases or decreases in Working Capital shall be calculated without regard to any changes in current assets or current liabilities as a result of any reclassification in accordance with GAAP of assets or liabilities, as applicable, between current and noncurrent.

"Write-Down and Conversion Powers" shall mean, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.2. **Classifications of Loans and Borrowings**. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g. a "Revolving Loan", a "Term Loan" or a "Swingline Loan") or by Type (e.g. a "Eurodollar Loan" or a "Base Rate Loan") or by Class and Type (e.g. "Revolving Eurodollar Loan"). Borrowings also may be classified and referred to by Class (e.g. "Revolving Borrowing" or a "Term Loan Borrowing") or by Type (e.g. "Eurodollar Borrowing") or by Class and Type (e.g. "Revolving Eurodollar Borrowing").

Section 1.3. **Accounting Terms and Determination**. Unless otherwise defined or specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP as in effect from time to time, applied on a basis consistent with the most recent audited consolidated financial statement of the Borrower delivered pursuant to Section 5.1(a); provided, that (a) obligations relating to a lease that were (or would be) classified and accounted for by Borrower and its Restricted Subsidiaries as an operating lease under GAAP as in effect on the

Closing Date shall continue to be classified and accounted for as obligations relating to an operating lease and not as a capitalized lease notwithstanding Accounting Standards Codification 840 or Accounting Standards Codification 842 or any implementation thereof, and (b) if the Borrower notifies the Administrative Agent that the Borrower wishes to amend the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio or the First Lien Net Leverage Ratio to eliminate the effect of any change in GAAP occurring after the Closing Date on the operation of the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio or the First Lien Net Leverage Ratio, as applicable (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio or the First Lien Net Leverage Ratio for such purpose), then the Borrower's calculation of the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and/or compliance with the Financial Covenant, as applicable, shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or the Total Net Leverage Ratio, the Senior Secured Net Leverage Ratio, the First Lien Net Leverage Ratio and/or the Financial Covenant, as applicable, is amended in a manner satisfactory to the Borrower and the Required Lenders. Notwithstanding any other provision contained herein, (i) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under FASB ASC 825 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the Borrower or any Restricted Subsidiary at "fair value", as defined therein and (ii) there shall be excluded from any financial calculations hereunder or under any other Loan Document the Consolidated EBITDA, Consolidated Net Income, Cash and other assets of any Unrestricted Subsidiary, except to the extent actually distributed to the Borrower or any of its Restricted Subsidiaries by dividend or other distribution prior to such calculation.

Section 1.4. **Terms Generally**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the word "to" means "to but excluding." Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as it was originally executed or as it may from time to time be amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "hereof," "herein" and "hereunder" and words of similar import shall be construed to refer to this Agreement as a whole and not to any particular provision hereof, (iv) all references to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles, Sections, Exhibits and Schedules to this Agreement, (v) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. To the extent that any of the representations and warranties contained in Article IV under this Agreement is qualified by "Material Adverse Effect," then the qualifier "in all material respects" contained in Section 3.2 and the qualifier "in any material respect" contained in Section 8.1(c) shall not apply. Unless otherwise indicated, all references to time are references to Eastern Standard Time or Eastern Daylight Savings Time, as the case may be. Unless otherwise expressly provided herein, all references to dollar amounts shall mean Dollars. In determining whether any individual event, act, condition or occurrence of the foregoing types could reasonably be expected to result in a Material Adverse Effect, notwithstanding that a particular event, act, condition or occurrence does not itself have such effect, a Material Adverse Effect shall be deemed to have occurred if the cumulative effect of such event, act, condition or occurrence and all other such events, acts, conditions or occurrences of the foregoing types which have occurred could reasonably be expected to result in a Material Adverse Effect.

Section 1.5. **Limited Conditionality Acquisitions**. In the event that the Borrower notifies the Administrative Agent in writing that any proposed Acquisition is a Limited Conditionality Acquisition and that the Borrower wishes to test the conditions to such Acquisition and the Indebtedness that is to be used to finance such Acquisition (including without limitation all Loans pursuant to any New Commitments) in accordance with this Section, then the following provisions shall apply:

(a) any condition to such Acquisition or such Indebtedness that requires that no Default or

Event of Default shall have occurred and be continuing at the time of such Acquisition or the Incurrence of such Indebtedness, shall be satisfied if (i) no Default or Event of Default shall have occurred and be continuing at the time of the execution of the definitive purchase agreement, merger agreement or other acquisition agreement governing such Acquisition and (ii) no Event of Default under any of Sections 8.1(a), 8.1(b), 8.1(h), 8.1(i) or 8.1(j) shall have occurred and be continuing both before and after giving effect to such Acquisition and any Indebtedness Incurred in connection therewith (including such additional Indebtedness);

(b) any condition to such Acquisition or such Indebtedness that the representations and warranties in this Agreement and the other Loan Documents shall be true and correct at the time of such Acquisition or the Incurrence of such Indebtedness shall be subject to customary "SunGard" or other customary applicable "certain funds" conditionality provisions (including, without limitation, a condition that the representations and warranties under the relevant agreements relating to such Limited Conditionality Acquisition as are material to the lenders providing such Indebtedness shall be true and correct, but only to the extent that the Borrower or its applicable Restricted Subsidiary has the right to terminate its obligations under such agreement as a result of a breach of such representations and warranties or the failure of those representations and warranties to be true and correct), so long as all representations and warranties in this Agreement and the other Loan Documents are true and correct at the time of execution of the definitive purchase agreement, merger agreement or other acquisition agreement governing such Acquisition;

(c) any financial ratio or similar financial covenant test or condition, may upon the written election of the Borrower delivered to the Administrative Agent prior to the execution of the definitive agreement for such Acquisition, be tested either (i) upon the execution of the definitive agreement with respect to such Limited Conditionality Acquisition or (ii) upon the consummation of the Limited Conditionality Acquisition and related Incurrence of Indebtedness, in each case, after giving effect to the relevant Limited Conditionality Acquisition and related Incurrence of Indebtedness, on a Pro Forma Basis; provided that the failure to deliver a notice under this Section 1.5(c) prior to the date of execution of the definitive agreement for such Limited Conditionality Acquisition shall be deemed an election to test the applicable financial ratio under subclause (ii) of this Section 1.5(c); and

(d) except as provided in the next sentence, if the Borrower has made an election with respect to any Limited Conditionality Acquisition to test a financial ratio or similar financial covenant test or condition at the time specified in clause (c)(i) of this Section, then in connection with any subsequent calculation of any ratio or basket on or following the relevant date of execution of the definitive agreement with respect to such Limited Conditionality Acquisition and prior to the earlier of (i) the date on which such Limited Conditionality Acquisition is consummated or (ii) the date that the definitive agreement for such Limited Conditionality Acquisition is terminated or expires without consummation of such Limited Conditionality Acquisition, any such ratio or basket shall be required to be satisfied (x) on a Pro Forma Basis assuming such Limited Conditionality Acquisition and other transactions in connection therewith (including the Incurrence of Indebtedness) have been consummated and (y) assuming such Limited Conditionality Acquisition and other transactions in connection therewith (including the Incurrence of Indebtedness) have not been consummated. Notwithstanding the foregoing, any calculation of a ratio in connection with determining the Applicable Margin and determining whether or not the Borrower is in compliance with the Financial Covenant shall, in each case be calculated assuming such Limited Conditionality Acquisition and other transactions in connection therewith (including the Incurrence of Indebtedness) have not been consummated. For the avoidance of doubt (if elected by the Borrower under subclause (i) of Section 1.5(c)), if any of such ratio, test or condition is breached as a result of fluctuations at or prior to the consummation of the relevant Limited Conditionality Acquisition and related Indebtedness, such ratio, test and condition will not be deemed to have been breached as a result of such fluctuations solely for purposes of determining whether the Limited Conditionality Acquisition and related Indebtedness is permitted hereunder and, if elected by the Borrower under subclause (i) of Section 1.5(c), such ratio, test and condition shall not be tested at the time of consummation of such Limited Conditionality Acquisition and related Indebtedness.

If there is any conflict between the terms of this Section 1.5 and any other provision of this Agreement or any other Loan Document, the terms of Section 1.5 shall control.

The foregoing provisions shall apply with similar effect during the pendency of multiple Limited Conditionality Acquisitions such that each of the possible scenarios is separately tested.

Section 1.6. **Delaware LLC Divisions**. For purposes of this Agreement and the other Loan Documents:

(a) in connection with any "Division" (as defined in Section 18-217 of the Delaware Limited Liability Company Act ("DE LLCA")) or plan of division under Delaware the DE LLCA (or any comparable event under a different jurisdiction's laws): (i) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person; (ii) if any new Person comes into existence, such new Person shall be deemed to have been formed or organized on the first date of its existence by the holders of its Equity Interests at such time; (iii) any reference herein to a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or any similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person; (iv) any "Division" of a limited liability company shall constitute a separate Person hereunder (and each "Division" of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person); and (v) for the avoidance of doubt, any reference to "Pro Forma Basis" herein which includes a transaction described in clause (z) of such definition shall be deemed to include any "Division" and the rules of this Section 1.6;

(b) without limiting any of the other covenants or requirements herein, the Borrower agrees that it will not permit any Loan Party or Restricted Subsidiary that is a limited liability company to divide itself into two or more limited liability companies (pursuant to a "Division" or "plan of division" as contemplated under the DE LLCA or otherwise) unless, in the event that any Loan Party or Restricted Subsidiary that is a limited liability company divides itself into two or more limited liability companies, such limited liability companies formed as a result of such division shall comply with the applicable obligations set forth in Section 5.12 and the other further assurances obligations set forth in the Loan Documents and become a Loan Party to the extent otherwise required under Section 5.12; and

(c) the Borrower agrees that it will not permit any Loan Party or Restricted Subsidiary that is a limited liability company to divide itself into two or more limited liability companies (pursuant to a "Division" or "plan of division" as contemplated under the DE LLCA or otherwise) unless the Borrower has given the Administrative Agent at least 5 Business Days prior written notice of the consummation of such "Division" (which notice provides reasonable details thereof).

Section 1.7. **Specified Modifications**.

(a) In the event that a Taurus Special Mandatory Payment occurs, then the parties hereto agree that as of the Taurus Special Mandatory Prepayment Date, notwithstanding anything herein to the contrary, this Agreement shall be automatically amended and modified as set forth on Schedule 1.7(a) hereto, without further action by any party hereto (such amendments and modifications set forth on Schedule 1.7(a), collectively, the "Taurus Termination Modifications").

(b) In the event that a Cordillera Special Mandatory Prepayment with respect to the Tranche B-1 Term Loans occurs, the parties hereto agree that as of the Cordillera Special Mandatory Prepayment Date, notwithstanding anything herein to the contrary, this Agreement shall be automatically amended and modified, without further action by any party hereto, to revert to the terms and provisions of this Agreement prior to giving effect to the Fourth Amendment (the "Cordillera Termination Modifications"); provided, that the Cordillera Termination Modifications shall not include the amendments made pursuant to the Fourth Amendment to the definition of "Comcast Retransmission Adjustment,"

"Consolidated EBITDA," "Cordillera Special Mandatory Prepayment," "Cordillera Special Mandatory Prepayment Date," "Cordillera Special Mandatory Prepayment Trigger Date," "Permitted Acquisition," "Taurus Acquired Business," "Taurus Acquisition," "Taurus Acquisition Agreement," "Taurus Fee Letter," "Taurus Revolving Commitment Increase," "Taurus Seller," "Taurus Special Mandatory Prepayment," "Taurus Special Mandatory Prepayment Date," "Taurus Special Mandatory Prepayment Trigger Date," "Taurus Term Loan Facility," and "Taurus Termination Modifications," this Section 1.7, Section 2.12(a)(y), Section 2.12(h), the proviso in the first sentence of Section 2.24, Section 5.9, Section 7.1(q), Section 7.1(r), Section 7.2(g) , Section 8.1(a), the final paragraph of Section 10.2 and provisions with respect to Unrestricted Subsidiaries and Restricted Subsidiaries (collectively, the "Specified Taurus Provisions") which such Specified Taurus Provisions shall continue to remain in effect as amended by the Fourth Amendment regardless of whether or not a Cordillera Special Mandatory Prepayment occurs.

(c) Promptly (and, in any event, within 10 Business Days) following the occurrence of a Taurus Special Mandatory Prepayment and/or a Cordillera Special Mandatory Prepayment, the Borrower shall deliver to the Administrative Agent a conformed copy of this Agreement giving effect to the Taurus Termination Modifications and/or the Cordillera Termination Modifications, as applicable.

ARTICLE II

AMOUNT AND TERMS OF THE COMMITMENTS

Section 2.1. **General Description of Facilities**. Subject to and upon the terms and conditions herein set forth, (i) the Revolving Credit Lenders hereby establish in favor of the Borrower a revolving credit facility pursuant to which each Lender severally agrees (to the extent of such Lender's Revolving Commitment) to make Revolving Loans to the Borrower during the Availability Period in accordance with Section 2.3, (ii) the Issuing Bank agrees to issue Letters of Credit during the Availability Period in accordance with Section 2.22, (iii) the Swingline Lender agrees to make Swingline Loans during the Availability Period in accordance with Section 2.5 and (iv) each Revolving Credit Lender agrees to purchase a participation interest in the Letters of Credit and the Swingline Loans pursuant to the terms and conditions hereof; provided, that in no event shall the aggregate principal amount of all outstanding Revolving Loans, Swingline Loans and outstanding LC Exposure exceed at any time the Aggregate Revolving Commitment Amount from time to time in effect.

Section 2.2. **Term Loans**.

(a) The parties hereto acknowledge that 2017 Term Loans in an aggregate principal amount of $300,000,000 were funded to the Borrower pursuant to the First Amendment and immediately prior to the Second Amendment Effective Date, the total outstanding principal amount of 2017 Term Loans (the "Existing Term Loans") was $298,500,000.00.

(b) On the Second Amendment Effective Date, (i) each Cashless Option Lender agrees, severally, and not jointly, to exchange its Existing Term Loans for a like principal amount of Tranche B Term Loans, and (ii) the Additional Tranche B Term Loan Lender agrees to make additional Tranche B Term Loans (the "Additional Tranche B Term Loans") to the Borrower in a principal amount not to exceed its Additional Tranche B Term Loan Commitment, and the Borrower shall prepay all Existing Term Loans of Non-Exchanging Lenders with the gross proceeds of the Additional Tranche B Term Loans.

(c) Subject to the terms and conditions set forth herein and in the Fourth Amendment, on the Fourth Amendment Closing Date, each Tranche B-1 Term Lender agrees to make a Tranche B-1 Term Loan to the Borrower in Dollars in a principal amount not to exceed its Tranche B-1 Term Commitment.

(d) Subject to the terms and conditions set forth herein and in the Fifth Amendment, on the Fifth Amendment Closing Date, each Tranche B-2 Term Lender agrees to make a Tranche B-2 Term Loan to the Borrower in Dollars in a principal amount not to exceed its Tranche B-2 Term Commitment.

(e) ~~(d)~~ With respect to all Term Loans, (i) once prepaid or repaid, may not be reborrowed, (ii) such Term Loans may be, from time to time at the option of the Borrower, Base Rate Loans or Eurodollar Loans or a combination thereof in accordance with the terms and conditions hereof, in each case denominated in Dollars; provided

that such Term Loans made as part of the same Term Borrowing shall consist of Term Loans of the same Type and (iii) such Term Loans shall be repaid in accordance with Section 2.9(c).

Section 2.3. **Revolving Loans**. Subject to the terms and conditions set forth herein, each Revolving Credit Lender severally agrees to make Revolving Loans, ratably in proportion to its Pro Rata Share, to the Borrower, from time to time during the Availability Period, in an aggregate principal amount outstanding at any time that will not result in (a) such Lender's Revolving Credit Exposure exceeding such Lender's Revolving Commitment or (b) the Aggregate Revolving Credit Exposure exceeding the Aggregate Revolving Commitment Amount. During the Availability Period, subject to satisfaction of the conditions precedent set forth herein, the Borrower shall be entitled to borrow, prepay and reborrow Revolving Loans in accordance with the terms and conditions of this Agreement; provided that the Borrower may not borrow or reborrow should there exist a Default or Event of Default at the time of the proposed Borrowing.

Section 2.4. **Procedure for Borrowings**.

(a) The Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of each Borrowing substantially in the form of Exhibit 2.4 (a "Notice of Borrowing") (x) prior to 11:00 a.m. on the requested date of each Base Rate Borrowing and (y) prior to 11:00 a.m. three (3) Business Days prior to the requested date of each Eurodollar Borrowing. Each Notice of Borrowing shall be irrevocable and shall specify: (i) the aggregate principal amount of such Borrowing, (ii) the date of such Borrowing (which shall be a Business Day), (iii) the Class and Type of such Revolving Loan comprising such Borrowing and (iv) in the case of a Eurodollar Borrowing, the duration of the initial Interest Period applicable thereto (subject to the provisions of the definition of Interest Period). Promptly following the receipt of a Notice of Borrowing in accordance herewith, the Administrative Agent shall advise each Lender of the details thereof and the amount of such Lender's Loan to be made as part of the requested Borrowing.

(b) Each Borrowing shall consist entirely of Base Rate Loans or Eurodollar Loans, as the Borrower may request; provided that the Borrower may elect different options with respect to different portions of the affected Borrowing in accordance with Section 2.7(a) below. The aggregate principal amount of each Eurodollar Borrowing shall be not less than $1,000,000 or a larger multiple of $500,000, and there shall be no minimum aggregate principal amount or minimum increment for Base Rate Borrowings. At no time shall the total number of Eurodollar Borrowings outstanding at any time exceed six (6).

Section 2.5. **Swingline Commitment**.

(a) Subject to the terms and conditions set forth herein, the Swingline Lender agrees to make Swingline Loans to the Borrower, from time to time during the Availability Period, in an aggregate principal amount outstanding at any time not to exceed the lesser of (i) the Swingline Commitment then in effect and (ii) the difference between the Aggregate Revolving Commitment Amount and the aggregate Revolving Credit Exposures of all Lenders; provided, that the Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. The Borrower shall be entitled to borrow, repay and reborrow Swingline Loans in accordance with the terms and conditions of this Agreement.

(b) The Borrower shall give the Administrative Agent written notice (or telephonic notice promptly confirmed in writing) of each Swingline Borrowing substantially in the form of Exhibit 2.5 attached hereto ("Notice of Swingline Borrowing") prior to 10:00 a.m. on the requested date of each Swingline Borrowing. Each Notice of Swingline Borrowing shall be irrevocable and shall specify: (i) the principal amount of such Swingline Loan, (ii) the date of such Swingline Loan (which shall be a Business Day) and (iii) the account of the Borrower to which the proceeds of such Swingline Loan should be credited. The Administrative Agent will promptly advise the Swingline Lender of each Notice of Swingline Borrowing. Each Swingline Loan shall accrue interest at the Swingline Rate and shall have an Interest Period (subject to the definition thereof) as agreed between the Borrower and the Swingline Lender. The aggregate principal amount of each Swingline Loan shall be not less than $100,000 or a larger multiple of $50,000, or such other minimum amounts agreed to by the Swingline Lender and the Borrower. The Swingline Lender will make the proceeds of each Swingline Loan available to the Borrower in Dollars in immediately available funds at the account specified by the Borrower in the applicable Notice of Swingline Borrowing not later than 1:00 p.m. on the requested date of such Swingline Loan.

(c) The Swingline Lender, at any time and from time to time in its sole discretion, may, on behalf of the Borrower (which hereby irrevocably authorizes and directs the Swingline Lender to act on its behalf), give a Notice of Borrowing to the Administrative Agent requesting the Revolving Credit Lenders (including the Swingline Lender) to make Base Rate Loans in an amount equal to the unpaid principal amount of any Swingline Loan. Each Revolving Credit Lender will make the proceeds of its Base Rate Loan included in such Borrowing available to the Administrative Agent for the account of the Swingline Lender in accordance with Section 2.6, which will be used solely for the repayment of such Swingline Loan.

(d) If for any reason a Base Rate Borrowing may not be (as determined in the sole discretion of the Administrative Agent), or is not, made in accordance with the foregoing provisions, then each Revolving Credit Lender (other than the Swingline Lender) shall purchase an undivided participating interest in such Swingline Loan in an amount equal to its Pro Rata Share thereof on the date that such Base Rate Borrowing should have occurred. On the date of such required purchase, each Revolving Credit Lender shall promptly transfer, in immediately available funds, the amount of its participating interest to the Administrative Agent for the account of the Swingline Lender. If such Swingline Loan bears interest at a rate other than the Base Rate, such Swingline Loan shall automatically become a Base Rate Loan on the effective date of any such participation and interest shall become payable on demand.

(e) Each Revolving Credit Lender's obligation to make a Base Rate Loan pursuant to Section 2.5(c) or to purchase the participating interests pursuant to Section 2.5(d) shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or any other Person may have or claim against the Swingline Lender, the Borrower or any other Person for any reason whatsoever, (ii) the existence of a Default or an Event of Default, the failure of the Borrower to satisfy any other condition set forth in Section 3.2 hereof or the termination of any Lender's Revolving Commitment, (iii) the existence (or alleged existence) of any event or condition which has had or could reasonably be expected to have a Material Adverse Effect, (iv) any breach of this Agreement or any other Loan Document by the Borrower, the Administrative Agent or any Lender or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. If such amount is not in fact made available to the Swingline Lender by any Revolving Credit Lender, the Swingline Lender shall be entitled to recover such amount on demand from such Lender, together with accrued interest thereon for each day from the date of demand thereof (i) at the Federal Funds Rate until the second Business Day after such demand and (ii) at the Base Rate at all times thereafter. Until such time as such Lender makes its required payment, the Swingline Lender shall be deemed to continue to have outstanding Swingline Loans in the amount of the unpaid participation for all purposes of the Loan Documents. In addition, such Lender shall be deemed to have assigned any and all payments made of principal and interest on its Loans and any other amounts due to it hereunder, to the Swingline Lender to fund the amount of such Lender's participation interest in such Swingline Loans that such Lender failed to fund pursuant to this Section 2.5, until such amount has been purchased in full.

(f) If the Revolving Commitment Termination Date shall have occurred in respect of any tranche of Revolving Commitments at a time when another tranche or tranches of Revolving Commitments is or are in effect with a later Revolving Commitment Termination Date, then on the earliest occurring Revolving Commitment Termination Date all then outstanding Swingline Loans shall be repaid in full on such date (and there shall be no adjustment to the participations in such Swingline Loans as a result of the occurrence of such Revolving Commitment Termination Date); provided, however, that if on the occurrence of such earliest Revolving Commitment Termination Date (after giving effect to any repayments of Revolving Loans and any reallocation of Letter of Credit participations as contemplated in Section 2.22(j)), there shall exist sufficient unutilized Extended Revolving Commitments so that the respective outstanding Swingline Loans could be incurred pursuant the Extended Revolving Commitments which will remain in effect after the occurrence of such Revolving Commitment Termination Date, then there shall be an automatic adjustment on such date of the participations in such Swingline Loans and the same shall be deemed to have been incurred solely pursuant to the relevant Extended Revolving Commitments, and such Swingline Loans shall not be so required to be repaid in full on such earliest Revolving Commitment Termination Date. Commencing with the Revolving Commitment Termination Date of any tranche of Revolving Commitments, the Swingline Commitment shall be agreed with the Revolving Credit Lenders under the extended tranches.

Section 2.6. **Funding of Borrowings**.

(a) Each Lender will make available (i) each Eurodollar Loan to be made by it hereunder on the proposed date thereof by wire transfer in immediately available funds by 11:00 a.m. to the Administrative Agent at the Payment Office and (ii) each Base Rate Loan to be made by it hereunder on the proposed date thereof by wire transfer in immediately available funds by 3:00 p.m. to the Administrative Agent at the Payment Office; provided, that the Swingline Loans will be made as set forth in Section 2.5. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts that it receives, in like funds by the close of business on such proposed date, to an account maintained by the Borrower with the Administrative Agent or at the Borrower's option, by effecting a wire transfer of such amounts to an account designated by the Borrower to the Administrative Agent.

(b) [reserved].

(c) Unless the Administrative Agent shall have been notified by any Lender prior to 5:00 p.m. one (1) Business Day prior to the date of a Borrowing (or, in the case of Base Rate Loans, prior to 3:00 p.m. on the date of such Borrowing) in which such Lender is to participate that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date, and the Administrative Agent, in reliance on such assumption, may make available to the Borrower (but shall have no obligations to make available to the Borrower) on such date a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender on the date of such Borrowing, the Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest at the Federal Funds Rate until the second Business Day after such demand and thereafter at the Base Rate. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower, and the Borrower shall immediately pay such corresponding amount to the Administrative Agent together with interest at the rate specified for such Borrowing. Nothing in this subsection shall be deemed to relieve any Lender from its obligation to fund its Pro Rata Share of any Borrowing hereunder or to prejudice any rights which the Borrower may have against any Lender as a result of any default by such Lender hereunder.

(d) All Borrowings shall be made by the Lenders on the basis of their respective Pro Rata Shares. No Lender shall be responsible for any default by any other Lender in its obligations hereunder, and each Lender shall be obligated to make its Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder.

Section 2.7. **Interest Elections**.

(a) Each Borrowing initially shall be of the Type specified in the applicable Notice of Borrowing, and in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Notice of Borrowing. Thereafter, the Borrower may elect to convert such Borrowing into a different Type or to continue such Borrowing, and in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.7.
The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall NOT apply to Swingline Borrowings, which may not be converted or continued.

(b) To make an election pursuant to this Section 2.7, the Borrower shall give the Administrative Agent prior written notice (or telephonic notice promptly confirmed in writing) of each Borrowing substantially in the form of Exhibit 2.7 attached hereto (a "Notice of Conversion/Continuation") that is to be converted or continued, as the case may be, (x) prior to 10:00 a.m. on the requested date of a conversion into a Base Rate Borrowing and (y) prior to 11:00 a.m. three (3) Business Days prior to a continuation of or conversion into a Eurodollar Borrowing. Each such Notice of Conversion/Continuation shall be irrevocable and shall specify (i) the Borrowing to which such Notice of Conversion/Continuation applies and if different options are being elected with respect to different portions thereof, the portions thereof that are to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) shall be specified for each resulting Borrowing); (ii) the effective date of the election made pursuant to such Notice of Conversion/Continuation, which shall be a Business Day, (iii) whether the resulting Borrowing is to be a Base Rate Borrowing or a Eurodollar Borrowing; and (iv) if the resulting Borrowing is to be a Eurodollar Borrowing, the Interest Period applicable thereto after giving effect

to such election, which shall be a period contemplated by the definition of "Interest Period." If any such Notice of Conversion/Continuation requests a Eurodollar Borrowing but does not specify an Interest Period, the Borrower shall be deemed to have selected an Interest Period of one month. The principal amount of any resulting Borrowing shall satisfy the minimum borrowing amount for Eurodollar Borrowings and Base Rate Borrowings set forth in Section 2.4(b).

(c) If, on the expiration of any Interest Period in respect of any Eurodollar Borrowing, the Borrower shall have failed to deliver a Notice of Conversion/Continuation, then, unless such Borrowing is repaid as provided herein, the Borrower shall be deemed to have elected to convert such Borrowing to a Base Rate Borrowing. No Borrowing may be converted into, or continued as, a Eurodollar Borrowing if a Default or an Event of Default exists, unless the Administrative Agent and each of the Lenders shall have otherwise consented in writing. No conversion of any Eurodollar Loans shall be permitted except on the last day of the Interest Period in respect thereof.

(d) Upon receipt of any Notice of Conversion/Continuation, the Administrative Agent shall promptly notify each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

Section 2.8. **Optional Reduction and Termination of Commitments.**

(a) Unless previously terminated, all Revolving Commitments, Swingline Commitments and LC Commitments shall terminate on the Revolving Commitment Termination Date.

(b) Upon at least three (3) Business Days' prior written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent (which notice shall be irrevocable), the Borrower may reduce the Aggregate Revolving Commitments in part or terminate the Aggregate Revolving Commitments in whole; provided, that (i) any partial reduction shall apply to reduce proportionately and permanently the Revolving Commitment of each Lender, (ii) any partial reduction pursuant to this Section 2.8 shall be in an amount of at least $5,000,000 and any larger multiple of $1,000,000, and (iii) no such reduction shall be permitted which would reduce the Aggregate Revolving Commitment Amount to an amount less than the outstanding Revolving Credit Exposures of all Lenders. Any such reduction in the Aggregate Revolving Commitment Amount below the sum of the principal amount of the Swingline Commitment and the LC Commitment shall result in a proportionate reduction (rounded to the next lowest integral multiple of $100,000) in the Swingline Commitment and the LC Commitment.

Section 2.9. **Repayment of Loans**.

(a) The outstanding principal amount of all Revolving Loans shall be due and payable (together with accrued and unpaid interest thereon) on the Revolving Commitment Termination Date.

(b) The principal amount of each Swingline Borrowing shall be due and payable (together with accrued and unpaid interest thereon) on the earlier of (i) the last day of the Interest Period applicable to such Borrowing and (ii) the Revolving Commitment Termination Date.

(c) The Borrower unconditionally agrees to pay to the Administrative Agent for the ratable account of (i) the Tranche B Term Loan Lenders, (x) on each March 31, June 30, September 30 and December 31, commencing on December 31, 2017, an amount equal to 0.25% of the aggregate principal amount of Tranche B Term Loans outstanding on the First Amendment Effective Date and (y) on the Term Loan Maturity Date for the Tranche B Term Loans, the aggregate principal amount of the Tranche B Term Loans outstanding on such date ~~and~~, (ii) the Tranche B-1 Term Lenders, (x) on each March 31, June 30, September 30 and December 31, commencing on June 30, 2019, an amount equal to 0.25% of the aggregate principal amount of Tranche B-1 Term Loans outstanding on the Fourth Amendment Closing Date and (y) on the Term Loan Maturity Date for the Tranche B-1 Term Loans, the aggregate principal amount of the Tranche B-1 Term Loans outstanding on such date and (iii) the Tranche B-2 Term Lenders, (x) on each March 31, June 30, September 30 and December 31, commencing on December 31, 2019, an amount equal to 0.25% of the aggregate principal amount of Tranche B-2 Term Loans outstanding on the Fifth

Amendment Closing Date and (y) on the Term Loan Maturity Date for the Tranche B-2 Term Loans, the aggregate principal amount of the Tranche B-2 Term Loans outstanding on such date.

Section 2.10. **Evidence of Indebtedness**.

(a) Each Lender shall maintain in accordance with its usual practice appropriate records evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable thereon and paid to such Lender from time to time under this Agreement. The Administrative Agent shall maintain appropriate records in which shall be recorded (i) the Revolving Commitment of each Lender, (ii) the amount of each Loan made hereunder by each Lender, the Class and Type thereof and the Interest Period applicable thereto, (iii) the date of each continuation thereof pursuant to Section 2.7, (iv) the date of each conversion of all or a portion thereof to another Type pursuant to Section 2.7, (v) the date and amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder in respect of such Loans and (vi) both the date and amount of any sum received by the Administrative Agent hereunder from the Borrower in respect of the Loans and each Lender's Pro Rata Share thereof. The entries made in such records shall be *prima facie* evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided that the failure or delay of any Lender or the Administrative Agent in maintaining or making entries into any such record or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans (both principal and unpaid accrued interest) of such Lender in accordance with the terms of this Agreement.

(b) At the request of any Lender (including the Swingline Lender) at any time, the Borrower agrees that it will execute and deliver to such Lender a Revolving Credit Note and/or a Term Loan Note, as the case may be, and, in the case of the Swingline Lender only, a Swingline Note, payable to the order of such Lender.

Section 2.11. **Optional Prepayments**. The Borrower shall have the right at any time and from time to time to prepay any Borrowing, in whole or in part, without premium or penalty (other than as set forth in Section 2.14(d) and Section 2.14(e)), by giving irrevocable written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent no later than (i) in the case of prepayment of any Eurodollar Borrowing, 11:00 a.m. not less than three (3) Business Days prior to any such prepayment, (ii) in the case of any prepayment of any Base Rate Borrowing, 11:00 a.m. on the date of such prepayment, and (iii) in the case of Swingline Borrowings, prior to 11:00 a.m. on the date of such prepayment. Each such notice shall be irrevocable and shall specify the proposed date of such prepayment and the principal amount of each Borrowing or portion thereof to be prepaid. Prepayments of Base Rate Borrowings or Eurodollar Borrowings shall be in minimum amounts of $1,000,000 and in integral multiples of $500,000. Upon receipt of any such notice, the Administrative Agent shall promptly notify each affected Lender of the contents thereof and of such Lender's Pro Rata Share of any such prepayment. If such notice is given, the aggregate amount specified in such notice shall be due and payable on the date designated in such notice, together with accrued interest to such date on the amount so prepaid in accordance with Section 2.13(d); provided, that if a Eurodollar Borrowing is prepaid on a date other than the last day of an Interest Period applicable thereto, the Borrower shall also pay all amounts required pursuant to Section 2.19. Each partial prepayment of any Eurodollar Loan shall be made in an amount not less than $1,000,000 or a larger multiple of $500,000. Each prepayment of a Borrowing shall be applied ratably to the Loans comprising such Borrowing. Notwithstanding the foregoing, optional prepayments of any Class of Term Loans shall be applied to the remaining scheduled installments of principal thereof pursuant to Section 2.9(c) in a manner directed by the Borrower (or, if no such direction is provided at the time of prepayment, to the remaining principal installments owing under Section 2.9(c) on a pro rata basis against all such scheduled installments (including the final installment due and payable on the Term Loan Maturity Date of the applicable Class of Term Loans)).

Section 2.12. **Mandatory Repayments**.

(a) (x) Upon the earliest to occur of (i) September 30, 2019, if the consummation of the Cordillera Acquisition has not occurred on or prior to such date, (ii) the date upon which the Cordillera Purchase Agreement is terminated in accordance with its terms and (iii) the consummation of the Cordillera Acquisition without the funding

or the utilization of the proceeds of the Tranche B-1 Term Loans (such earliest date, the "Cordillera Special Mandatory Prepayment Trigger Date"), then the Borrower shall prepay (the "Cordillera Special Mandatory Redemption") (in accordance with the provisions of clause (h) below) then outstanding Tranche B-1 Term Loans in an aggregate principal amount equal to $525,000,000 at a price equal to 100% of the aggregate principal amount of such Tranche B-1 Term Loans, plus accrued and unpaid interest to, but not including, the Cordillera Special Mandatory Prepayment Date, on or prior to the date that is two Business Days following the Cordillera Special Mandatory Prepayment Trigger Date (the date of such payment, the "Cordillera Special Mandatory Prepayment Date"). Upon the occurrence of a Cordillera Special Mandatory Prepayment Trigger Date, the Borrower shall deliver to the Administrative Agent a written notice executed by a Responsible Officer which shall specify: (i) the occurrence of the Cordillera Special Mandatory Prepayment Trigger Date, (ii) the date fixed for the Cordillera Special Mandatory Prepayment Date and (iii) the amount of accrued and unpaid interest to, but not including, the Cordillera Special Mandatory Prepayment Date.

(y) Upon the earliest to occur of (i) June 30, 2020, if the Taurus Effective Date has not occurred on or prior to such date, (ii) the date upon which the Taurus Acquisition Agreement is terminated in accordance with its terms and (iii) the consummation of the Taurus Acquisition without the funding or the utilization of the proceeds of the Tranche B-1 Term Loans (such earliest date, the "Taurus Special Mandatory Prepayment Trigger Date"), then the Borrower shall prepay (the "Taurus Special Mandatory Prepayment") then outstanding Tranche B-1 Term Loans in an aggregate principal amount equal to $240,000,000 at a price equal to 100% of the aggregate principal amount of such Tranche B-1 Term Loans, plus accrued and unpaid interest to, but not including, the Taurus Special Mandatory Prepayment Date, on or prior to the date that is two Business Days following the Taurus Special Mandatory Prepayment Trigger Date (the date of such payment, the "Taurus Special Mandatory Prepayment Date"). Upon the occurrence of a Taurus Special Mandatory Prepayment Trigger Date, the Borrower shall deliver to the Administrative Agent a written notice executed by a Responsible Officer which shall specify: (i) the occurrence of the Taurus Special Mandatory Prepayment Trigger Date, (ii) the date fixed for the Taurus Special Mandatory Prepayment Date and (iii) the amount of accrued and unpaid interest to, but not including, the Taurus Special Mandatory Prepayment Date.

(b) If the Borrower or any Restricted Subsidiary shall incur any Indebtedness after the Closing Date (other than Indebtedness permitted under Section 7.1), one hundred percent (100%) of the Net Cash Proceeds received by the Borrower or such Restricted Subsidiary from such incurrence shall be paid to the Administrative Agent on the date of receipt of the proceeds thereof by the Borrower or such Restricted Subsidiary as a mandatory payment of the Loans. All such payments shall be applied to the Obligations in the order set forth in Section 2.12(g) below. Nothing in this Section 2.12(b) shall authorize the Borrower or any Restricted Subsidiary to incur any Indebtedness except to the extent permitted by this Agreement.

(c) One hundred percent (100%) of the Net Cash Proceeds from any Disposition or series of related Dispositions by any Loan Party made after the Fourth Amendment Closing Date which exceed $25,000,000, shall be paid to the Administrative Agent on the date of receipt thereof by such Loan Party as a mandatory payment of the Obligations. Notwithstanding the foregoing and provided no Default or Event of Default has occurred and is continuing on the date of such Disposition or on the date of, or any date after such Disposition and prior to, any reinvestment permitted pursuant to this clause (c), such Loan Party shall not be required to pay such Net Cash Proceeds to the Administrative Agent for payment of the Obligations to the extent such Loan Party reinvests such Net Cash Proceeds (the "Disposition Reinvestment Amount"), in productive assets of a kind then used or usable in the business of the Loan Parties, within one (1) year after the date of such Disposition (provided that such one (1) year period will be extended by an additional one hundred eighty (180) days if such Loan Party has committed (and only for so long as such commitment is not cancelled or terminated), prior to the date that is one (1) year after the date of such Disposition, pursuant to a legally binding written agreement to reinvest the Disposition Reinvestment Amount in productive assets of a kind then used or usable in the business of the Loan Parties during such additional one hundred eighty (180) day period); provided that pending any such reinvestment, such Disposition Reinvestment Amount shall be held at all times prior to such reinvestment in a deposit account subject to a Blocked Account Agreement. In the event that the Disposition Reinvestment Amount is not reinvested by the applicable Loan Party as permitted pursuant to the foregoing sentence within the time periods provided, or a Default or Event of Default occurs prior to such reinvestment, the Borrower shall immediately pay such Disposition Reinvestment Amount to the Administrative Agent as a mandatory payment of the Obligations.

All payments made in accordance with this clause (c) shall be applied to the Obligations in the order set forth in Section 2.12(g). Nothing in this clause (c) shall authorize the Borrower or any Restricted Subsidiary to effect any Disposition except to the extent permitted by this Agreement.

(d) With respect to any Event of Loss of any Loan Party occurring on or after the Closing Date, one hundred percent (100%) of the Net Cash Proceeds from any such Event of Loss which exceed $25,000,000, shall be paid to the Administrative Agent on the date of receipt thereof by such Loan Party as a mandatory payment of the Obligations. Notwithstanding the foregoing and provided no Default or Event of Default has occurred and is continuing on the date of such Event of Loss or on the date of, or any date after such Event of Loss and prior to, any reinvestment pursuant to this clause (d), such Loan Party shall not be required to pay such Net Cash Proceeds to the Administrative Agent for payment of the Obligations to the extent such Loan Party reinvests such Net Cash Proceeds (the "Event of Loss Reinvestment Amount"), to repair or replace the assets subject to such Event of Loss, within one (1) year after the date of such Event of Loss (provided that such one (1) year period will be extended by an additional one hundred eighty (180) days if such Loan Party has committed (and only for so long as such commitment is not cancelled or terminated), prior to the date that is one (1) year after the date of such Event of Loss, pursuant to a legally binding written agreement to reinvest the Event of Loss Reinvestment Amount in productive assets of a kind then used or usable in the business of the Loan Parties during such additional one hundred eighty (180) day period); provided that pending any such reinvestment, such Event of Loss Reinvestment Amount shall be held at all times prior to such reinvestment in a deposit account subject to a Blocked Account Agreement. In the event that the Event of Loss Reinvestment Amount is not reinvested by such Loan Party as permitted by the foregoing sentence within the time periods provided or a Default or Event of Default occurs prior to such reinvestment, the Borrower shall immediately pay such Event of Loss Reinvestment Amount to the Administrative Agent as a mandatory payment of the Obligations. All payments made in accordance with this clause (d) shall be applied to the Obligations in the order set forth in Section 2.12(g).

(e) Not later than five (5) Business Days after the date on which the annual financial statements are, or are required to be, delivered under Section 5.1(a) with respect to each Excess Cash Flow Period, the Borrowers shall calculate Excess Cash Flow for such Excess Cash Flow Period and the Borrower shall apply an amount equal to (i) the Required Percentage of such Excess Cash Flow minus (ii) to the extent not financed using the proceeds of the incurrence of Indebtedness, the sum of (A) the amount of any voluntary payments during such Excess Cash Flow Period (plus, without duplication of any amounts previously deducted under this clause (A), the amount of any voluntary payments after the end of such Excess Cash Flow Period but before the date of prepayment under this clause (e)) of (x) Term Loans (it being understood that the amount of any such payment constituting a Discounted Voluntary Prepayment shall be calculated to equal the amount of cash used and not the principal amount deemed prepaid therewith) and (y) other Indebtedness secured by a Lien on Collateral that ranks *pari passu* with the Liens securing the Obligations (provided that (i) in the case of the prepayment of any revolving Indebtedness, there was a corresponding reduction in commitments and (ii) the maximum amount of each such prepayment of Indebtedness that may be counted for purposes of this clause (A)(y) shall not exceed the amount that would have been prepaid in respect of such Indebtedness if such prepayment had been applied on a ratable basis among the Term Loans and such other Indebtedness (determined based on the aggregate outstanding principal amount of Term Loans and the aggregate principal amount of such other Indebtedness on the date of such prepayment of such other Indebtedness)) and (B) the amount of any permanent voluntary reductions of Revolving Commitments during such Excess Cash Flow Period (plus, without duplication of any amounts previously deducted under this clause (B), the amount of any permanent voluntary reductions of Revolving Commitments after the end of such Excess Cash Flow Period but before the date of prepayment under this clause (e)) to prepay Term Loans in accordance with clause (g) below. Such calculation will be set forth in a certificate signed by a Responsible Officer of the Borrower delivered to the Administrative Agent setting forth the amount, if any, of Excess Cash Flow for such fiscal year, the amount of any required prepayment in respect thereof and the calculation thereof in reasonable detail.

(f) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to Sections 2.12(c), 2.12(d) or 2.12(e) at least five (5) Business Days prior to the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent shall promptly notify each Term Loan Lender of the contents of any such prepayment notice and of such Term Loan Lender's ratable portion of such prepayment (based on such Lender's pro rata share of each relevant Class of Term Loans). Any Term Loan Lender (a "Declining Lender") may elect, by delivering written notice to the Administrative Agent and the Borrower no later than 5:00 p.m. one (1) Business Day after the date of such Term Loan Lender's receipt of notice from the Administrative Agent regarding such prepayment, that the full amount of any mandatory prepayment otherwise required to be made with respect to the Term Loans held by such Term Loan Lender pursuant to Sections 2.12(c), 2.12(d) or 2.12(e) not be made (such declined amounts, the "Retained Declined Proceeds"). If a Term Loan Lender fails to deliver the notice setting forth such rejection of a prepayment to the Administrative Agent within the time frame specified above or such notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory prepayment of Term Loans. In the event that the aggregate amount of Retained Declined Proceeds is greater than $0, such amount shall be retained by the Borrower.

(g) Any payment due hereunder (other than in connection with clause (a) above) shall be applied to reduce the subsequent scheduled repayments of the Term Loans in direct order of maturity on a pro rata basis, or as otherwise provided in any Incremental Amendment.

(h) Any payment due pursuant to clause (a) above shall be applied to prepay the aggregate principal amount of the Tranche B-1 Term Loans, plus accrued and unpaid interest thereon to, but not including, the Cordillera Special Mandatory Prepayment Date and/or Taurus Special Mandatory Prepayment Date, as applicable, to all Tranche B-1 Lenders on a pro rata basis to all remaining scheduled principal payments.

Section 2.13. **Interest on Loans**.

(a) The Borrower shall pay interest on each (i) Base Rate Loan at the Base Rate in effect from time to time, and (ii) Eurodollar Loan, at the Adjusted LIBO Rate for the applicable Interest Period in effect for such Loan, *plus*, in each case, the Applicable Margin, with respect to such Type and Class of Loan in effect from time to time.

(b) The Borrower shall pay interest on each Swingline Loan at the Swingline Rate in effect from time to time.

(c) Notwithstanding clauses (a) and (b) above, if an Event of Default under Section 8.1(a), 8.1(b), 8.1(h) or 8.1(i) has occurred and is continuing, the Borrower shall pay interest ("Default Interest") with respect to all Eurodollar Loans at the rate per annum equal to 2.0% above the otherwise applicable interest rate for such Eurodollar Loans for the then-current Interest Period until the last day of such Interest Period, and thereafter, and with respect to all Base Rate Loans and all other Obligations hereunder (other than Loans), at the rate per annum equal to 2.0% above the otherwise applicable interest rate for Base Rate Loans.

(d) Interest on the principal amount of all Loans shall accrue from and including the date such Loans are made to but excluding the date of any repayment thereof. Interest on all outstanding Base Rate Loans shall be payable quarterly in arrears on the last day of each March, June, September and December and on the Revolving Commitment Termination Date or the Term Loan Maturity Date, as the case may be. Interest on all outstanding Eurodollar Loans shall be payable on the last day of each Interest Period applicable thereto, and, in the case of any Eurodollar Loans having an Interest Period in excess of three months, on each day which occurs three months, after the initial date of such Interest Period, and on the Revolving Commitment Termination Date or the Term Loan Maturity Date, as the case may be, in each case in arrears. Interest on each Swingline Loan shall be payable monthly in arrears. Interest on any Loan which is converted into a Loan of another Type or which is repaid or prepaid shall be payable on the date of such conversion or on the date of any such repayment or prepayment (on the amount repaid or prepaid) thereof. All Default Interest shall be payable on demand.

(e) The Administrative Agent shall determine each interest rate applicable to the Loans hereunder and shall promptly notify the Borrower and the Lenders of such rate in writing (or by telephone, promptly confirmed in writing). Any such determination shall be conclusive and binding for all purposes, absent manifest error.

Section 2.14. **Fees**.

(a) The Borrower shall pay to the Administrative Agent for its own account fees in the amounts and at the times previously agreed upon in writing by the Borrower and the Administrative Agent.

(b) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Credit Lender a commitment fee, which shall accrue at the Applicable Percentage per annum on the average daily amount of the unused Revolving Commitment of such Lender during the Availability Period. For purposes of computing commitment fees with respect to the Revolving Commitments, the Revolving Commitment of each Lender shall be deemed used to the extent of the outstanding Revolving Loans and LC Exposure, but not Swingline Exposure of such Lender.

(c) The Borrower agrees to pay (i) to the Administrative Agent, for the account of each Revolving Credit Lender, a letter of credit fee with respect to its participation in each Letter of Credit (a "Revolving LC Participation Fee"), which shall accrue at a rate per annum equal to the Applicable Margin for Eurodollar Revolving Loans then in effect on the average daily amount of such Lender's LC Exposure attributable to such Letter of Credit during the period

from and including the date of issuance of such Letter of Credit to but excluding the date on which such Letter of Credit expires or is drawn in full (including without limitation any LC Exposure that remains outstanding after the Revolving Commitment Termination Date) and (ii) to the Issuing Bank for its own account a facing fee, which shall accrue at the rate of 0.25% per annum on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the Availability Period (or until the date that such Letter of Credit is irrevocably cancelled, whichever is later), as well as the Issuing Bank's standard fees with respect to issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Notwithstanding the foregoing, if the interest rate on the Loans is increased to the Default Interest pursuant to Section 2.13(c), the rate per annum used to calculate the letter of credit fee pursuant to clause (i) above shall automatically be increased by an additional 2% per annum.

(d) The Borrower agrees to pay to the Administrative Agent for the account of each Tranche B-1 Loan Lender with an outstanding Tranche B-1 Term Loan immediately prior to any Repricing Transaction (as defined below) occurring on or prior to the 6-month anniversary of the Fourth Amendment Closing Date (including each Term Loan Lender with a Tranche B-1 Term Loan that withholds its consent to such Repricing Transaction and is replaced pursuant to Section 2.26(d)), a fee in an amount equal to 1.00% of the aggregate principal amount of such Term Loan Lender's outstanding Tranche B-1 Term Loan immediately prior (and subject) to such Repricing Transaction, which fee shall be due and payable upon the effectiveness of such Repricing Transaction. As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of Tranche B-1 Term Loans (or any portion thereof), with the proceeds of, or any conversion of Tranche B-1 Term Loans (or any portion thereof) into, any new or replacement tranche of term loans (including any Term Loans issued after the Fourth Amendment Closing Date) bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and original issue discount, but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all lenders or holders of such new or replacement loans) less than the "effective yield" applicable to the Tranche B-1 Term Loans (as such comparative yields are determined in the reasonable judgment of the Administrative Agent consistent with generally accepted financial practices) and (b) any amendment and/or modification (including pursuant to a replacement of a Tranche B-1 Term Loan pursuant to Section 10.2(b)) to the Tranche B-1 Term Loans which reduces the "effective yield" applicable to the Tranche B-1 Term Loans, but in either case not if such prepayment, repayment, amendment or modification is made in connection with a Change in Control transaction or a Transformative Acquisition. For purposes of the foregoing, "effective yield" per annum, shall mean, as of any date of determination, the sum of (i) the higher of (A) the Adjusted LIBO Rate on such date for a deposit in Dollars with a maturity of one month and (B) the Adjusted LIBO Rate floor, if any, with respect thereto as of such date, (ii) the interest rate margins as of such date (with such interest rate margin and interest spreads to be determined by reference to the Adjusted LIBO Rate) and (iii) the amount of the original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount).

(e) The Borrower agrees to pay to the Administrative Agent for the account of each Tranche B-2 Loan Lender with an outstanding Tranche B-2 Term Loan immediately prior to any Repricing Transaction (as defined below) occurring on or prior to the 6-month anniversary of the Fifth Amendment Closing Date (including each Term Loan Lender with a Tranche B-2 Term Loan that withholds its consent to such Repricing Transaction and is replaced pursuant to Section 2.26(d)), a fee in an amount equal to 1.00% of the aggregate principal amount of such Term Loan Lender's outstanding Tranche B-2 Term Loan immediately prior (and subject) to such Repricing Transaction, which fee shall be due and payable upon the effectiveness of such Repricing Transaction. As used herein, the term "Repricing Transaction" shall mean (a) any prepayment or repayment of Tranche B-2 Term Loans (or any portion thereof), with the proceeds of, or any conversion of Tranche B-2 Term Loans (or any portion thereof) into, any new or replacement tranche of term loans (including any Term Loans issued after the Fourth Amendment Closing Date) bearing interest with an "effective yield" (taking into account, for example, upfront fees, interest rate spreads, interest rate benchmark floors and original issue discount, but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all lenders or holders of such new or replacement loans) less than the "effective yield" applicable to the Tranche B-2 Term Loans (as such comparative yields are determined in the reasonable judgment of the Administrative Agent consistent with generally accepted financial practices) and (b) any amendment and/or modification (including pursuant to a replacement of a Tranche B-2 Term Loan pursuant to Section 10.2(b)) to the Tranche B-2 Term Loans which reduces the "effective yield" applicable to the Tranche B-2 Term Loans, but in either case not if such prepayment, repayment, amendment or modification is made in connection with a Change in Control transaction or a Transformative Acquisition. For purposes of the foregoing, "effective yield" per annum, shall mean, as of any date of determination, the sum of (i) the higher of (A) the Adjusted LIBO Rate on such date for a deposit in Dollars with a maturity of one month and (B) the Adjusted LIBO Rate floor, if any, with respect thereto as of such date, (ii) the interest rate margins as of such date (with such interest rate margin and interest spreads to be determined by reference to the Adjusted LIBO Rate) and (iii) the amount of the original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount).

(f) ~~(e)~~ Accrued fees under paragraphs (b) and (c) above shall be payable quarterly in arrears on the last day of each Fiscal Quarter, in each case commencing on the last day of the Fiscal Quarter ending after the Closing Date, and on the Revolving Commitment Termination Date (and if later, the date the Loans and LC Exposure shall be repaid in their entirety); provided, that any such fees accruing after the Revolving Commitment Termination Date shall be payable on demand.

Section 2.15. **Computation of Applicable Margin, Applicable Percentage, Interest and Fees**.

(a) The Applicable Margin and the Applicable Percentage with respect to Revolving Loans and Revolving LC Participation Fees shall be determined and adjusted quarterly on the date that is two Business Days after the date on which the Borrower provides the Compliance Certificate in accordance with Section 5.1(d); provided, however that (i) the Applicable Percentage and the Applicable Margin with respect to Revolving Loans and Revolving LC Participation Fees from the Closing Date until the date that is two Business Days after the delivery of the Compliance Certificate required to be delivered hereunder pursuant to Section 5.1(d) for the Fiscal Quarter ending following the Closing Date, shall be at Level IV (as set forth in Schedule I), and, thereafter, such level shall be determined by the then current Senior Secured Net Leverage Ratio, and (ii) if the Borrower fails to provide the Compliance Certificate by the date such certificate is required to be delivered under Section 5.1(d), the Applicable Percentage and the Applicable Margin with respect to Revolving Loans and Revolving LC Participation Fees from such date shall be at Level I until such time as an appropriate Compliance Certificate is provided, whereupon the level shall be determined by the then current Senior Secured Net Leverage Ratio.

(b) All computations of interest and fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable (to the extent computed on the basis of days elapsed). Each determination by the Administrative Agent of an interest amount or fee hereunder shall be made in good faith and, except for manifest error, shall be final, conclusive and binding for all purposes.

Section 2.16. **Changed Circumstances**.

(a) Circumstances Affecting Adjusted LIBO Rate Availability. Unless and until a Replacement Rate is implemented in accordance with clause (b) below, in connection with any request for a Eurodollar Loan or a conversion to or continuation thereof or otherwise, if for any reason,

(i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that Dollar deposits are not being offered to banks in the London interbank Eurodollar market for the applicable amount and Interest Period of such Loan,

(ii) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that, by reason of circumstances affecting the relevant interbank market, reasonable and adequate means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period with respect to a proposed Eurodollar Loan, or

(iii) the Administrative Agent shall have received notice from the Majority Revolving Credit Lenders and/or the Majority Term Loan Lenders, as the case may be, that such Lenders have determined (which determination shall be conclusive and binding absent manifest error) that the Adjusted LIBO Rate does not adequately and fairly reflect the cost to such Lenders of making, funding or maintaining their Eurodollar Loans for such Interest Period,

the Administrative Agent shall give written notice (or telephonic notice, promptly confirmed in writing) to the Borrower and to the Lenders as soon as practicable thereafter. In the case of Eurodollar Loans, until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) the obligations of the Lenders to make Eurodollar Revolving Loans or to continue or convert outstanding Loans as or into Eurodollar Loans shall be suspended and (ii) all such affected Loans shall be converted into Base Rate Loans on the last day of the then current Interest Period applicable thereto unless the Borrower prepays such Loans in accordance with this Agreement. Unless the Borrower notifies the Administrative Agent at least one Business Day before the date of any Eurodollar Revolving Borrowing for which a Notice of Borrowing has previously been given that it elects not to borrow on such date, then such Revolving Borrowing shall be made as a Base Rate Borrowing.

(b) Alternative Rate of Interest. Notwithstanding anything to the contrary in Section 2.16(a) above, if the Administrative Agent has made the determination (such determination to be conclusive absent manifest error) that (i) the circumstances described in Section 2.16(a)(i) or (a)(ii) have arisen and that such circumstances are unlikely to be temporary, (ii) any applicable interest rate specified herein is no longer a widely recognized benchmark rate for newly originated loans in the U.S. syndicated loan market in the applicable currency or (iii) the applicable supervisor or administrator (if any) of any applicable interest rate specified herein or any Governmental Authority having, or purporting to have, jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which any applicable interest rate specified herein shall no longer be used for determining interest rates for loans in the U.S. syndicated loan market in the applicable currency, then the Administrative Agent may, to the extent practicable (with the prior written agreement of the Borrower and as determined by the Administrative Agent to be generally in accordance with prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time), establish a replacement interest rate (the "Replacement Rate"), in which case, the Replacement Rate shall, subject to the next two sentences, replace such applicable interest rate for all purposes under the Loan Documents unless and until (A) an event described in Section 2.16(a)(i), (a)(ii), (b)(i), (b)(ii) or (b)(iii) occurs with respect to the Replacement Rate or (B) the Majority Revolving Credit Lenders and/or the Majority Term Loan Lenders, as the case may be (directly, or through the Administrative Agent), notify the Borrower that the Replacement Rate does not adequately and fairly reflect the cost to such Lenders of funding the Loans bearing interest at the Replacement Rate. In connection with the establishment and application of the Replacement Rate, this Agreement and the other Loan Documents shall be amended solely with the consent of the Administrative Agent, as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.16. Notwithstanding anything to the contrary in this Agreement or the other Loan Documents (including, without limitation, Section 10.2), such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five (5) Business Days of the delivery of such amendment to the Lenders, written notices from such Lenders that in the aggregate constitute Required Lenders, with each such notice stating that such Lender objects to such amendment (which such notice shall note with specificity the particular provisions of the amendment to which such Lender objects). To the extent the Replacement Rate is approved by the Administrative Agent in connection with this clause (b), the Replacement Rate shall be applied in a manner consistent with market practice; provided that, in each case, to the extent such market practice is not administratively feasible for the Administrative Agent, such Replacement Rate shall be applied as otherwise reasonably determined by the Administrative Agent (it being understood that any such modification by the Administrative Agent shall not require the consent of, or consultation with, any of the Lenders).

Section 2.17. **Illegality**. If any Change in Law shall make it unlawful or impossible for any Lender to make, maintain or fund any Eurodollar Loan and such Lender shall so notify the Administrative Agent, the Administrative Agent shall promptly give notice thereof to the Borrower and the other Lenders, whereupon until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such suspension no longer exist, the obligation of such Lender to make Eurodollar Loans, or to continue or convert outstanding Loans as or into Eurodollar Loans, shall be suspended. In the case of the making of a Eurodollar Borrowing, such Lender's Loan shall be made as a Base Rate Loan as part of the same Borrowing for the same Interest Period and if the affected Eurodollar Loan is then outstanding, such Loan shall be converted to a Base Rate Loan either (i) on the last day of the then current Interest Period applicable to such Eurodollar Loan if such Lender may lawfully continue to maintain such Loan to such date or (ii) immediately if such Lender shall determine that it may not lawfully continue to maintain such Eurodollar Loan to such date. Notwithstanding the foregoing, the affected Lender shall, prior to giving such notice to the Administrative Agent, designate a different Applicable Lending Office if such designation would avoid the need for giving such notice and if such designation would not otherwise be disadvantageous to such Lender in the good faith exercise of its discretion.

Section 2.18. **Increased Costs**.

(a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement that is not otherwise included in the determination of the Adjusted LIBO Rate hereunder against assets of, deposits with or for the account of, or credit extended by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate) or the Issuing Bank;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described

in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, the Issuing Bank or the London interbank market other condition,

cost or expense (other than Taxes) affecting this Agreement or Eurodollar Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender, the Issuing Bank or such other Recipient of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender, the Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, the Issuing Bank or other Recipient hereunder (whether of principal, interest or any other amount) then, upon written request of such Lender, the Issuing Bank or other Recipient, the Borrower shall promptly pay to any such Lender, the Issuing Bank or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender, the Issuing Bank or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or the Issuing Bank determines that any Change in Law affecting such Lender or the Issuing Bank or any lending office of such Lender or such Lender's or the Issuing Bank's holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or the Issuing Bank's holding company, if any, as a consequence of this Agreement, the Revolving Commitment of such Lender or the Loans made by, or participations in Letters of Credit or Swingline Loans held by, such Lender, or the Letters of Credit issued by the Issuing Bank, to a level below that which such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Bank's policies and the policies of such Lender's or the Issuing Bank's holding company with respect to capital adequacy), then from time to time upon written request of such Lender or such Issuing Bank the Borrower shall promptly pay to such Lender or the Issuing Bank, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Bank or such Lender's or the Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender, the Issuing Bank or such other Recipient setting forth the amount or amounts necessary to compensate such Lender, the Issuing Bank, such other Recipient or any of their respective holding companies, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay such Lender, the Issuing Bank or such other Recipient, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Failure or delay on the part of any Lender, the Issuing Bank or such other Recipient to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's, the Issuing Bank's or such other Recipient's right to demand such compensation; provided that the Borrower shall not be required to compensate any Lender, the Issuing Bank or any other Recipient pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender, the Issuing Bank or such other Recipient, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of such Lender's, the Issuing Bank's or such other Recipient's intention to claim compensation therefor (except that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 2.19. **Funding Indemnity**. In the event of (a) the payment of any principal of a Eurodollar Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion or continuation of a Eurodollar Loan other than on the last day of the Interest Period applicable thereto, or (c) the failure by the Borrower to borrow, prepay, convert or continue any Eurodollar Loan on the date specified in any applicable notice (regardless of whether such notice is withdrawn or revoked), then, in any such event, the Borrower shall compensate each Lender, within five (5) Business Days after written demand from such Lender, for any loss, cost or expense attributable to such event. In the case of a Eurodollar Loan, such loss, cost or expense shall be deemed to include an amount determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Eurodollar Loan if such event had not occurred at the Adjusted LIBO Rate applicable to such Eurodollar Loan for the period from the date of such event to the last day of the then current Interest Period therefor (or in the case of a failure to borrow, convert or continue, for the period that would have

been the Interest Period for such Eurodollar Loan) over (B) the amount of interest that would accrue on the principal amount of such Eurodollar Loan for the same period if the Adjusted LIBO Rate were set on the date such Eurodollar Loan was prepaid or converted or the date on which the Borrower failed to borrow, convert or continue such Eurodollar Loan. A certificate setting forth: (i) any additional amount payable under this Section 2.19 and (ii) in reasonable detail the basis of the calculation of such additional amount, submitted to the Borrower by any Lender (with a copy to the Administrative Agent) shall be conclusive, absent manifest error.

Section 2.20. **Taxes**.

(a) Defined Terms. For purposes of this Section 2.20, the term "Lender" includes the Issuing Bank and the Swing Line Lender and the term "Applicable Law" includes FATCA.

(b) Payments Free of Taxes. All payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by Applicable Law. If any Applicable Law (as determined in the good faith discretion of any applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by any applicable withholding agent, then such withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the applicable Loan Party shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.20) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate (i) as to the amount of such payment or liability and (ii) setting forth in reasonable detail the basis of the calculation of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.4(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (e).

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower or any other Loan Party to a Governmental Authority pursuant to this Section 2.20, the Borrower or other Loan Party shall, to the extent available to the Borrower or such other Loan Party, deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding

Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.20(g)(A), 2.20(g)(B) and 2.20(g)(D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing,

(A) Any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the Borrower and the Administrative Agent on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), two executed copies of whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party. IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to such tax treaty;

(ii) IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit 2.20A to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code and that no payment made in connection with any Loan Document is effectively connected with the conduct by such Foreign Lender of a U.S. trade or business (a "U.S. Tax Compliance Certificate") and (y) IRS Form W-8BEN; or

(iv) to the extent a Foreign Lender is not the beneficial owner, IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.20B or Exhibit 2.20C, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership (and not a participating Lender) and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit 2.20D on behalf of such direct and indirect partner(s);

(C) any Foreign Lender shall, to the extent it is legally eligible to do so, deliver to the

Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(E) Notwithstanding any other provision of this Section 2.20(g), a Lender shall not be required to deliver any documentation that such Lender is not legally eligible to deliver.

(F) Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 2.20(g).

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal ineligibility to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.20 (including by the payment of additional amounts pursuant to this Section 2.20), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.20 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (h) (*plus* any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph (h) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 2.20 shall survive the resignation or

replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

(j) FATCA. For the avoidance of doubt, for purposes of FATCA, from and after the Fourth Amendment Closing Date, the Borrower and the Administrative Agent shall treat the Tranche B-1 Term Loans, and shall continue to treat the Tranche B Term Loans and any Revolving Loans and any Swing Line Loans, as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

Section 2.21. **Payments Generally; Pro Rata Treatment; Sharing of Set-offs**.

(a) The Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.18, Section 2.19 or Section 2.20, or otherwise) prior to 1:00 p.m. on the date when due, in immediately available funds, free and clear of any defenses, rights of set-off, counterclaim, or withholding or deduction of taxes. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at the Payment Office, except payments to be made directly to the Issuing Bank or Swingline Lender as expressly provided herein and except that payments pursuant to Section 2.18, Section 2.19 and Section 2.20 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be made payable for the period of such extension. All payments hereunder shall be made in Dollars.

(b) [reserved].

(c) If any Lender shall, by exercising any right of set-off or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements that would result in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and participations in LC Disbursements; provided, that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender or Disqualified Institution) or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements or Swingline Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation. For purposes of subclause (b)(i) of the definition of Excluded Taxes, a Lender that acquires a participation pursuant to this Section 2.21(c) shall be treated as having acquired such participation on the earlier date(s) on which such Lender acquired the applicable interest(s) in the Commitment(s) and/or Loan(s) to which such participation relates.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on

which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Bank hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the Issuing Bank, as the case may be, the amount or amounts due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

Section 2.22. **Letters of Credit**.

(a) During the Availability Period, the Issuing Bank, in reliance upon the agreements of the other Revolving Credit Lenders pursuant to Section 2.22(d) and (e), agrees to issue, at the request of the Borrower, Letters of Credit for the account of the Borrower or its Restricted Subsidiaries on the terms and conditions hereinafter set forth; provided, that (i) each Letter of Credit shall expire on the earlier of (A) the date one year after the date of issuance of such Letter of Credit (or in the case of any renewal or extension thereof, one year after such renewal or extension) and (B) the date that is five (5) Business Days prior to the Revolving Commitment Termination Date; (ii) each Letter of Credit shall be in a stated amount of at least $100,000; (iii) the Borrower may not request any Letter of Credit, if, after giving effect to such issuance (A) the aggregate LC Exposure would exceed the LC Commitment or (B) the Aggregate Revolving Credit Exposure would exceed the Aggregate Revolving Commitment Amount then in effect and (iv) the Borrower shall not request, and the Issuing Bank shall have no obligation to issue, any Letter of Credit the proceeds of which would be made available to any Person (I) to fund any activity or business of or with any Sanctioned Person or in any Sanctioned Countries, that, at the time of such funding, is the subject of any Sanctions or (II) in any manner that would result in a violation of any Sanctions by any party to this Agreement. Each Revolving Credit Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Issuing Bank without recourse a participation in each Letter of Credit equal to such Revolving Credit Lender's Pro Rata Share of the aggregate amount available to be drawn under such Letter of Credit on the date of issuance with respect to all other Letters of Credit. Each issuance of a Letter of Credit shall be deemed to utilize the Revolving Commitment of each Lender by an amount equal to the amount of such participation.

(b) To request the issuance of a Letter of Credit or any amendment, renewal or extension of an outstanding Letter of Credit, the Borrower shall give the Issuing Bank and the Administrative Agent irrevocable written notice at least three (3) Business Days prior to the requested date of such issuance specifying the date (which shall be a Business Day) such Letter of Credit is to be issued (or amended, extended or renewed, as the case may be), the expiration date of such Letter of Credit, the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. In addition to the satisfaction of the conditions in Article III, the issuance of such Letter of Credit (or any amendment which increases the amount of such Letter of Credit) will be subject to the further conditions that such Letter of Credit shall be in such form and contain such terms as the Issuing Bank shall approve and that the Borrower shall have executed and delivered any additional applications, agreements and instruments relating to such Letter of Credit as the Issuing Bank shall reasonably require; provided, that in the event of any conflict between such applications, agreements or instruments and this Agreement, the terms of this Agreement shall control.

(c) At least two Business Days prior to the issuance of any Letter of Credit, the Issuing Bank will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received such notice and if not, the Issuing Bank will provide the Administrative Agent with a copy thereof. Unless the Issuing Bank has received notice from the Administrative Agent on or before the Business Day immediately preceding the date the Issuing Bank is to issue the requested Letter of Credit (1) directing the Issuing Bank not to issue the Letter of Credit because such issuance is not then permitted hereunder because of the limitations set forth in Section 2.22(a) or that one or more conditions specified in Article III are not then satisfied, then, subject to the terms and conditions hereof, the Issuing Bank shall, on the requested date, issue such Letter of Credit in accordance with the Issuing Bank's usual and customary business practices.

(d) The Issuing Bank shall examine all documents purporting to represent a demand for payment under a Letter of Credit promptly following its receipt thereof. The Issuing Bank shall notify the Borrower and the Administrative Agent of such demand for payment and whether the Issuing Bank has made or will make a LC Disbursement thereunder; provided, that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligation to reimburse the Issuing Bank and the Lenders with respect to such LC Disbursement. The Borrower shall be irrevocably and unconditionally obligated to reimburse the Issuing Bank for any LC Disbursements paid by the Issuing Bank in respect of such drawing, without presentment, demand or other formalities of any kind. Unless the Borrower shall have notified the Issuing Bank and the Administrative Agent prior to 11:00 a.m. on the Business Day immediately prior to the date on which such drawing is honored that the Borrower intends to reimburse the Issuing Bank for the amount of such drawing in funds other than from the proceeds of Revolving Loans, the Borrower shall be deemed to have timely given a Notice of Borrowing to the Administrative Agent requesting the Revolving Credit Lenders to make a Base Rate Revolving Borrowing on the date on which such drawing is honored in an exact amount due to the Issuing Bank; provided, that for purposes solely of such Borrowing, the conditions precedent set forth in Section 3.2 shall not be applicable. The Administrative Agent shall notify the Revolving Credit Lenders of such Borrowing in accordance with Section 2.4, and each Revolving Credit Lender shall make the proceeds of its Base Rate Loan included in such Borrowing available to the Administrative Agent for the account of the Issuing Bank in accordance with Section 2.6. The proceeds of such Borrowing shall be applied directly by the Administrative Agent to reimburse the Issuing Bank for such LC Disbursement.

(e) If for any reason a Base Rate Borrowing may not be (as determined in the sole discretion of the Administrative Agent), or is not, made in accordance with the foregoing provisions, then each Revolving Credit Lender (other than the Issuing Bank) shall be obligated to fund the participation that such Lender purchased pursuant to subsection (a) in an amount equal to its Pro Rata Share of such LC Disbursement on and as of the date which such Base Rate Borrowing should have occurred. Each Revolving Credit Lender's obligation to fund its participation shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation (i) any setoff, counterclaim, recoupment, defense or other right that such Lender or any other Person may have against the Issuing Bank or any other Person for any reason whatsoever, (ii) the existence of a Default or an Event of Default or the termination of the Aggregate Revolving Commitments, (iii) any adverse change in the condition (financial or otherwise) of the Borrower or any Restricted Subsidiaries, (iv) any breach of this Agreement by the Borrower or any other Lender, (v) any amendment, renewal or extension of any Letter of Credit or (vi) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. On the date that such participation is required to be funded, each Revolving Credit Lender shall promptly transfer, in immediately available funds, the amount of its participation to the Administrative Agent for the account of the Issuing Bank. Whenever, at any time after the Issuing Bank has received from any such Lender the funds for its participation in a LC Disbursement, the Issuing Bank (or the Administrative Agent on its behalf) receives any payment on account thereof, the Administrative Agent or the Issuing Bank, as the case may be, will distribute to such Lender its Pro Rata Share of such payment; provided, that if such payment is required to be returned for any reason to the Borrower or to a trustee, receiver, liquidator, custodian or similar official in any bankruptcy proceeding, such Lender will return to the Administrative Agent or the Issuing Bank any portion thereof previously distributed by the Administrative Agent or the Issuing Bank to it.

(f) To the extent that any Revolving Credit Lender shall fail to pay any amount required to be paid pursuant to paragraph (d) or (e) of this Section on the due date therefor, such Lender shall pay interest to the Issuing Bank (through the Administrative Agent) on such amount from such due date to the date such payment is made at a rate per annum equal to the Federal Funds Rate; provided, that if such Lender shall fail to make such payment to the Issuing Bank within three (3) Business Days of such due date, then, retroactively to the due date, such Lender shall be obligated to pay interest on such amount at the rate set forth in Section 2.13(c).

(g) If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Majority Revolving Credit Lenders demanding that its reimbursement obligations with respect to the Letters of Credit be Cash Collateralized pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Issuing Bank and the Lenders, an amount in cash equal to the LC Exposure as of such date plus any accrued and unpaid fees thereon; provided, that such obligation to Cash Collateralize the reimbursement obligations of the Borrower with respect to Letters of Credit shall become effective immediately, and such deposit shall become immediately due and payable, without demand or notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Section 8.1. Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. The Borrower agrees to

execute any documents and/or certificates to effectuate the intent of this paragraph. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest and profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Bank for LC Disbursements for which it had not been reimbursed and to the extent so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated, with the consent of the Majority Revolving Credit Lenders, be applied to satisfy other obligations of the Borrower under this Agreement and the other Loan Documents. If the Borrower is required to Cash Collateralize its reimbursement obligations with respect to Letters of Credit as a result of the occurrence of an Event of Default, such Cash Collateral so posted (to the extent not so applied as aforesaid), including interest and profits, if any, on any such investments, as aforesaid, shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived.

(h) Promptly following the end of each calendar quarter, the Issuing Bank shall deliver (through the Administrative Agent) to each Lender and the Borrower a report describing the aggregate Letters of Credit outstanding at the end of such Fiscal Quarter. Upon the request of any Lender from time to time, the Issuing Bank shall deliver to such Lender any other information reasonably requested by such Lender with respect to each Letter of Credit then outstanding.

(i) The Borrower's obligation to reimburse LC Disbursements hereunder shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever and irrespective of any of the following circumstances:

(i) Any lack of validity or enforceability of any Letter of Credit or this Agreement;

(ii) The existence of any claim, set-off, defense or other right which the Borrower or any Subsidiary or Affiliate of the Borrower may have at any time against a beneficiary or any transferee of any Letter of Credit (or any Persons or entities for whom any such beneficiary or transferee may be acting), any Lender (including the Issuing Bank) or any other Person, whether in connection with this Agreement or the Letter of Credit or any document related hereto or thereto or any unrelated transaction;

(iii) Any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;

(iv) Payment by the Issuing Bank under a Letter of Credit against presentation of a draft or other document to the Issuing Bank that does not comply with the terms of such Letter of Credit;

(v) Any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 2.22, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder; or

(vi) The existence of a Default or an Event of Default.

Neither the Administrative Agent, the Issuing Bank, the Lenders nor any Related Party of any of the foregoing shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to above), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Issuing Bank; provided, that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Borrower to the extent of any actual direct damages (as opposed to special, indirect (including claims for lost profits or other consequential damages), or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by Applicable Law) suffered by the Borrower that are caused by the Issuing Bank's failure to exercise due care when determining whether drafts or other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree, that in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised due care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial

compliance with the terms of a Letter of Credit, the Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(j) If the Revolving Commitment Termination Date in respect of any tranche of Revolving Commitments occurs prior to the expiration of any Letter of Credit, then (i) if one or more other tranches of Revolving Commitments in respect of which the Revolving Commitment Termination Date shall not have occurred are then in effect, such Letters of Credit shall automatically be deemed to have been issued (including for purposes of the obligations of the Revolving Credit Lenders to purchase participations therein pursuant to Section 2.22(a) and to make Revolving Loans and payments in respect thereof pursuant to Sections 2.22(d) and 2.22(e)) under (and ratably participated in by Lenders pursuant to) the Revolving Commitments in respect of such non-terminating tranches up to an aggregate amount not to exceed the aggregate principal amount of the unutilized Revolving Commitments thereunder at such time (it being understood that no partial face amount of any Letter of Credit may be so reallocated) and (ii) to the extent not reallocated pursuant to immediately preceding clause (i), the Borrower shall Cash Collateralize any such Letter of Credit in accordance with Section 2.22(g). If, for any reason, such Cash Collateral is not provided or the reallocation does not occur, the Revolving Credit Lenders under the maturing tranche shall continue to be responsible for their participating interests in the Letters of Credit. Except to the extent of reallocations of participations pursuant to clause (i) of the second preceding sentence, the occurrence of a Revolving Commitment Termination Date with respect to a given tranche of Revolving Commitments shall have no effect upon (and shall not diminish) the percentage participations of the Revolving Credit Lenders in any Letter of Credit issued before such Revolving Commitment Termination Date. Commencing with the Revolving Commitment Termination Date of any tranche of Revolving Commitments, the sublimit for Letters of Credit shall be agreed with the Revolving Credit Lenders under the extended tranches.

(k) Unless otherwise expressly agreed by the Issuing Bank and the Borrower when a Letter of Credit is issued and subject to Applicable Laws, (i) each standby Letter of Credit shall be governed by the "International Standby Practices 1998" (ISP98) (or such later revision as may be published by the Institute of International Banking Law & Practice on any date any Letter of Credit may be issued), (ii) each documentary Letter of Credit shall be governed by the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (or such later revision as may be published by the International Chamber of Commerce on any date any Letter of Credit may be issued) and (iii) the Borrower shall specify the foregoing in each letter of credit application submitted for the issuance of a Letter of Credit.

Section 2.23. **Cash Collateral; Defaulting Lenders**.

(a) At any time that there shall exist a Defaulting Lender, within one Business Day following the written request of the Administrative Agent or the Issuing Bank (with a copy to the Administrative Agent) the Borrower shall Cash Collateralize the Issuing Bank's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.23(b)(i)(D) and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(i) The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of the Issuing Bank, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' LC Exposure, to be applied pursuant to clause (ii) below. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Issuing Bank as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(ii) Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 2.23 in respect of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to fund its LC Exposure (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(iii) Cash Collateral (or the appropriate portion thereof) provided to reduce the Issuing Bank's LC Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 2.23(a) following (A) the elimination of the applicable LC Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (B) the determination by the Administrative Agent and the Issuing Bank that there exists excess Cash Collateral; provided that, subject to Section 2.23(b) the Person providing Cash Collateral and the Issuing Bank may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations and provided, further that to the extent that such Cash Collateral was provided by the Borrower, such Cash Collateral shall remain subject to the security interest granted pursuant to the Loan Documents.

(b) (i) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as such Lender is no longer a Defaulting Lender, to the extent permitted by Applicable Law:

(A) Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders, Majority Revolving Credit Lenders and Majority Term Loan Lenders.

(B) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.7 shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to the Issuing Bank or the Swingline Lender hereunder; *third*, to Cash Collateralize the Issuing Banks' Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.23(a); *fourth*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the Issuing Banks' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.23(a); *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Bank or the Swingline Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Bank or the Swingline Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or LC Disbursements in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 3.2 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and LC Disbursements owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or LC Disbursements owed to, such Defaulting Lender until such time as all Loans and funded and unfunded LC Exposure and Swingline Loans are held by the Lenders pro rata in accordance with the Revolving Commitments without giving effect to Section 2.23(b)(i)(D). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(C) (I) No Defaulting Lender shall be entitled to receive any fee pursuant to Section 2.14(b) for any period during which that Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(II) Each Defaulting Lender shall be entitled to receive Revolving LC Participation Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.23(a).

(III) With respect to any fee not required to be paid to any Defaulting Lender pursuant to clause (II) above, the Borrower shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's LC Exposure that has been reallocated to such Non-Defaulting Lender pursuant to clause (D) below, (y) pay to the Issuing Bank, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to the Issuing Bank's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(D) All or any part of such Defaulting Lender's LC Exposure and Swingline Exposure shall be reallocated among the Non-Defaulting Lenders with Revolving Commitments in accordance with their respective Pro Rata Share (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(E) If the reallocation described in clause (D) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, (x) first, prepay Swingline Loans in an amount equal to the Swingline Lenders' Fronting Exposure and (y) second, Cash Collateralize the Issuing Banks' Fronting Exposure in accordance with the procedures set forth in Section 2.23(a).

(ii) If the Borrower, the Administrative Agent, the Swingline Lender and the Issuing Bank agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swingline Loans to be held pro rata by the Lenders in accordance with the Revolving Commitments (without giving effect to Section 2.23(b)(i)(D)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(iii) So long as any Lender is a Defaulting Lender, (A) the Swingline Lender shall not be required to fund any Swingline Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swingline Loan and (B) the Issuing Bank shall not be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

Section 2.24. **Incremental Facilities**.

(a) The Borrower may from time to time on or after the Fourth Amendment Closing Date, by written notice to the Administrative Agent, request (i) an increase to the existing Revolving Commitments (any such increase, the "New Revolving Commitments" and any Revolving Loans thereunder, the "New Revolving Loans") and/or (ii) an increase to an existing Class of Term Loans and/or the establishment of one or more Term Loan Commitments hereunder (the "New Term Loan Commitments," and collectively with any New Revolving Commitments, the "New Commitments" and each, individually, a "New Commitment"), in any case, by an amount not in excess of the sum of (x) from and after the Fourth Amendment Closing Date, $360,000,000 in the aggregate plus (y) the aggregate principal amount of additional New Commitments so long as, on a Pro Forma Basis (assuming, in the case of any New Commitments, that the entire amount of such New Revolving Commitments and New Term Loan Commitments were fully funded on the effective date of such increase and excluding the cash proceeds received by the Borrower in respect of any such New Commitments) and after giving effect to any Permitted Acquisitions and any Limited Conditionality Acquisition (if applicable pursuant to Section 1.5) consummated in connection therewith, (1) in the case of loans under such New Commitments secured by Liens on the Collateral that rank *pari passu* with the liens on the Collateral securing the Facilities (other than any such Liens that are junior), the First Lien Net Leverage Ratio on a Pro Forma Basis does not exceed 4.00 to 1.00 and (2) in the case of loans under such New Commitments secured by Liens that rank junior to the Liens on the Collateral securing the Facilities, the Senior Secured Net Leverage Ratio on a Pro Forma Basis does not exceed 5.50 to 1.00, plus (z) the aggregate amount of all voluntary prepayments of the Term Loans outstanding on the Fourth Amendment Closing Date and Revolving Loans pursuant to Section 2.11 (and accompanied by a reduction of the Revolving Commitments pursuant to Section 2.8(b) in the case of a prepayment of Revolving Loans) made prior to such time except to the extent funded with the proceeds of Indebtedness; provided, however, that notwithstanding the foregoing, the Borrower may, at any time following the Fourth Amendment Closing Date and on or prior to the earlier of (i) June 30, 2020 and (ii) the Taurus Special Mandatory Prepayment request the establishment of one or more Term Loan Commitments hereunder (or, if the Borrower and the Administrative Agent so agree, an increase to the existing Tranche B-1 Term Loan Commitments) (such New Commitments, the "Taurus Term Loan Facility") in an amount not to exceed $400,000,000 in the aggregate; provided that (1) the proceeds of the Taurus Term Loan Facility may only be used to finance the Taurus Acquisition, (2) the Increased Amount Date with respect to the Taurus Term Loan Facility shall occur on the date of the consummation of the Taurus Acquisition and (3) any establishment and/or incurrence of the Taurus Term Loan Facility shall not decrease the maximum amount of New Commitments available under clause (x) above. Each such notice shall specify (i) the date (each, an "Increased Amount Date") on which the Borrower proposes that the New Commitments shall be effective, which shall be a date not less than fifteen (15) Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period as may be agreed to by the Administrative Agent) and (ii) the identity of each Lender or other Person reasonably acceptable to the Administrative Agent (such other Person, a "New Revolving Credit Lender" or "New Term Loan Lender," as applicable, and collectively each a "New Lender" and together "New Lenders") to whom the Borrower proposes any portion of such New Revolving Commitments or New Term Loan Commitments, as applicable, be allocated and the amounts of such allocations; provided that the Administrative Agent (and/or its Affiliates) may elect or decline to arrange such New Revolving Commitments or New Term Loan Commitments in its sole discretion and any Lender approached to provide all or a portion of the New Revolving Commitments or New Term Loan Commitments may elect or decline, in its sole discretion, to provide a New Revolving Commitment or a New Term Loan Commitment; provided, further, that, to the extent the consent of any party hereto is required for a proposed assignment under Section 10.4(b)(iii), such consent requirement shall apply to any New Lender under this Section 2.24 as though such New Lender were a proposed assignee under Section 10.4(b)(iii). All New Commitments shall become effective as of such Increased Amount Date; provided, that (i) no Default or Event of Default shall exist on such Increased Amount Date before or after giving effect to such New Commitments (provided that, in connection with any Limited Conditionality Acquisition, it shall only be required that no Event of Default pursuant to Sections 8.1(a), 8.1(b), 8.1(h), 8.1(i) or 8.1(j) shall exist on such Increased Amount Date before or after giving effect to such New Commitments); (ii) the representations and warranties set forth in this Agreement and the other Loan Documents shall be true and correct as in all material respects of such Increased Amount Date before and after giving effect to such New Commitments (provided that, in connection with any Limited Conditionality Acquisition, only the Specified Representations shall be required to be true and correct in all material respects on such Increased Amount Date before and after giving effect to such New Commitments); (iii) if the New Commitments are permitted to be incurred pursuant to sub-clause (y) of the first sentence of this clause (a), the Borrower shall deliver to the Administrative Agent a Compliance Certificate setting forth in reasonable detail the calculations of the First Lien Net Leverage Ratio or Senior Secured Net Leverage Ratio, as applicable, and executed by a Responsible Officer of the Borrower certifying the requirements of such sub-clause (y) have been met; (iv) for each New Lender (other than an existing Lender), the New Commitments shall be effected pursuant to one or more joinder agreements in form and substance reasonably satisfactory to the Administrative Agent executed and delivered by the Borrower, such New Lender, and the Administrative Agent, and each of which shall be recorded in the Register and shall be subject to the requirements set forth in Section 2.20(g); (v) the Borrower shall make any payments required, if any, pursuant to Section 2.19 in connection with the New Revolving Commitments; (vi) both before and after giving effect to the

making of any new Loans, each of the conditions set forth in Section 3.2 shall be satisfied; and (vii) the Borrower shall deliver or cause to be delivered any legal opinions or other documents reasonably requested by the Administrative Agent in connection with any such transaction.

(b) On any Increased Amount Date on which New Revolving Commitments are effected, subject to the satisfaction of the terms and conditions herein (i) each of the Revolving Credit Lenders shall assign to each of the New Revolving Credit Lenders agreeing to provide New Revolving Commitments, and each of the New Revolving Credit Lenders shall purchase from each of the Revolving Credit Lenders, at the principal amount thereof (together with accrued interest), such interests in the Revolving Loans outstanding on such Increased Amount Date, if any, as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans will be held by existing Revolving Credit Lenders and New Revolving Credit Lenders ratably in accordance with their Revolving Commitments after giving effect to the addition of such New Revolving Commitments to the Revolving Commitments, (ii) each New Revolving Commitment shall be deemed for all purposes a Revolving Commitment and each New Revolving Loan shall be deemed, for all purposes, a Revolving Loan and (iii) each New Revolving Credit Lender shall become a Revolving Credit Lender with respect to the New Revolving Commitment and all matters relating thereto. The terms and provisions of the New Revolving Commitments and the New Revolving Loans shall be identical to the Revolving Commitments and the Revolving Loans respectively; provided that (i) New Revolving Commitments incurred pursuant to clause (a) above shall rank *pari passu* with or, at the option of the Borrower, junior in right of security with the Liens on the Collateral securing the Secured Obligations (provided that if such New Revolving Commitments rank junior in right of security with the Liens on the Collateral securing the Secured Obligations, such New Revolving Commitments shall be subject to a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent); (ii) any such New Revolving Commitments shall have no amortization and the final maturity date of any such New Revolving Commitments shall be no earlier than the Revolving Commitment Termination Date with respect to the existing Revolving Loans; (iii) such New Revolving Commitments may participate on a pro rata basis or less than pro rata basis (but not on a greater than pro rata basis) than the existing Revolving Loans in (x) any voluntary or mandatory prepayment or commitment reduction hereunder and (y) any Borrowing at the time such Borrowing is made; (iv) there shall be no obligor in respect of any New Revolving Commitments that is not a Loan Party; (v) such New Revolving Commitments shall not be secured by any assets not securing the Obligations and (vi) except as to pricing, final maturity date, participation in mandatory prepayments and commitment reductions and ranking as to security (which shall, subject to clauses (i) through (v) of this provision, be determined by the Borrower and the New Revolving Credit Lenders in their sole discretion), the New Revolving Loans shall have substantially similar terms as the existing Revolving Loans or such other terms as shall be reasonably satisfactory to the Administrative Agent.

(c) On any Increased Amount Date on which any New Term Loan Commitments are effective, subject to the satisfaction of the terms and conditions herein and in the applicable Incremental Amendment (as defined below), (x) each New Term Loan Lender of any series shall make a term loan to the Borrower (each a "Term Loan") in an amount equal to its New Term Loan Commitment of such series, and (y) each New Term Loan Lender shall become a Term Loan Lender hereunder with respect to the New Term Loan Commitment of such series and the Term Loans of such series made pursuant thereto. The terms and provisions of any loans extended pursuant to the New Term Loan Commitments (including interest rate margins, prepayment premiums, call protection, fees, amortization, mandatory and optional prepayments (including Term Loan purchase rights, if any) associated with such New Commitments), shall be established pursuant to an amendment to this Agreement in form and substance reasonably satisfactory to the Administrative Agent, the New Term Loan Lenders and the Borrower (each, an "Incremental Amendment"); provided, that, any Term Loans funded under the New Term Loan Commitments (each, a "New Term Loan") incurred pursuant to clause (a) above shall rank *pari passu* or, at the option of the Borrower, junior in right of security with the Liens on the Collateral securing the Secured Obligations (provided that if such New Term Loans rank junior in right of security with the Liens on the Collateral securing the Secured Obligations, such New Term Loans (x) shall be established as a separate Class of Term Loans from the existing Term Loans, (y) such New Term Loans shall be subject to a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and (z) for the avoidance of doubt, if such New Term Loans rank junior in right of security with the Liens on the Collateral securing the Secured Obligations, such New Term Loans shall not be subject to clause (vii) below); (ii) the final maturity date of any such New Term Loans that constitute a "term loan B" facility primarily marketed to institutional investors shall be no earlier than the Latest Maturity Date; (iii) the Weighted Average Life to Maturity of any such New Term Loans that constitute a "term loan B" facility primarily marketed to institutional investors shall be no shorter than the remaining Weighted Average Life to Maturity of the existing Term Loans; (iv) such New Term Loans may participate on a pro rata basis or less than pro rata basis (but not on a greater than pro rata basis) than the existing Term Loans in any mandatory prepayment hereunder (provided that no New Term Loans may participate in a Cordillera Special Mandatory Prepayment and/or Taurus Special Mandatory Prepayment); (v) there shall be no obligor in respect of any New Term

Loans that is not a Loan Party; (vi) such New Term Loans shall not be secured by any assets not securing the Obligations; (vii) the All-in Yield shall be as agreed by the Borrower and the applicable New Term Loan Lenders; provided that with respect to any New Term Loan incurred pursuant to clause (a) above (other than any New Term Loans in respect of the Taurus Term Loan Facility) that (x) is secured by Liens on the Collateral that are *pari passu* in right of security with the Liens securing the Obligations, (y) has a final maturity date that is earlier than the date that is two years following the Term Loan Maturity Date with respect to the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) and (z) has a Weighted Average Life to Maturity that is shorter than the Weighted Average Life to Maturity that is two years longer than the Weighted Average Life to Maturity of the existing Term Loans, the All-in Yield in respect of any such New Term Loans may exceed the All-in Yield in respect of the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) by no more than 0.50%, or, if it does so exceed such All-in Yield (such difference, the "Term Yield Differential") then the Applicable Rate (or the "interest rate floor" as provided in the following proviso) applicable to such Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be increased such that after giving effect to such increase, the Term Yield Differential shall not exceed 0.50% (it being understood that if such New Term Loans include an interest rate floor greater than the applicable interest rate floor under the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans), such differential between the interest rate floors shall be equated to the Applicable Rate for purposes of determining whether an increase to the Applicable Rate under the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be required, but only to the extent an increase in the interest rate floor in the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) would cause an increase in the Applicable Rate then in effect thereunder, and in such case the interest rate floor (but not the Applicable Rate) applicable to the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be increased to the extent of such differential between interest rate floors (this proviso, the "MFN Protection")); provided, however that with respect to any New Term Loans in respect of the Taurus Term Loan Facility, the All-in Yield in respect of such Taurus Term Loan Facility may not exceed the All-in Yield in respect of the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans), or, if it does exceed such All-in Yield, then the Applicable Rate (or the "interest rate floor" as provided in the following proviso) applicable to such Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be increased such that after giving effect to such increase, there is no Term Yield Differential; provided that if such Taurus Term Loan Facility includes an interest rate floor greater than the applicable interest rate floor under the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans), such differential between the interest rate floors shall be equated to the Applicable Rate for purposes of determining whether an increase to the Applicable Rate under the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be required, but only to the extent an increase in the interest rate floor in the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) would cause an increase in the Applicable Rate then in effect thereunder, and in such case the interest rate floor (but not the Applicable Rate) applicable to the Tranche B-1 Term Loans (or any Refinancing Term Loans related thereto, including the Tranche B-2 Term Loans) shall be increased to the extent of such differential between interest rate floor. Further, all Term Loans made pursuant to the New Term Loan Commitments (and all interest, fee and other amounts payable thereon) shall be Obligations under this Agreement and the other Loan Documents. The Borrower, the Administrative Agent and the New Term Loan Lenders may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.24.

(d) The Administrative Agent shall notify Lenders promptly upon receipt of the Borrower's notice of each Increased Amount Date. Promptly following each Increased Amount Date, the Administrative Agent shall notify all Lenders (including New Lenders) of the identity of New Lenders and the New Commitments of all Lenders (after giving effect to the assignments contemplated by this Section 2.24) and Schedule II shall be deemed to be updated to reflect any changes resulting from New Revolving Commitments.

(e) Notwithstanding anything to the contrary in this Agreement, the Borrower may by written notice to the Administrative Agent establish one or more additional tranches of term loans under this Agreement (such loans, "Refinancing Term Loans"), the net cash proceeds of which are used to refinance in whole or in part any Class of Term Loans. Each such notice shall specify the date (each, a "Refinancing Effective Date") on which the Borrower proposes that the Refinancing Term Loans shall be made, which shall be a date not earlier than five Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion); provided, that:

(i) before and after giving effect to the borrowing of such Refinancing Term Loans on the

Refinancing Effective Date each of the conditions set forth in Section 3.2 shall be satisfied;

(ii) the final maturity date of the Refinancing Term Loans shall be no earlier than the Term Loan Maturity Date of the refinanced Term Loans;

(iii) the Weighted Average Life to Maturity of such Refinancing Term Loans shall be no shorter than the then-remaining Weighted Average Life to Maturity of the refinanced Term Loans;

(iv) the aggregate principal amount of the Refinancing Term Loans shall not exceed the outstanding principal amount of the refinanced Term Loans plus amounts used to pay fees, premiums, costs and expenses (including original issue discount) and accrued interest associated therewith;

(v) all other terms applicable to such Refinancing Term Loans (other than provisions relating to original issue discount, upfront fees, interest rates and any other pricing terms (which original issue discount, upfront fees, interest rates and other pricing terms shall not be subject to the provisions set forth in Section 2.24(c)(v)) and optional prepayment or mandatory prepayment or redemption terms, which shall be as agreed between the Borrower and the Lenders providing such Refinancing Term Loans) taken as a whole shall be substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms, taken as a whole, applicable to the Term Loans being refinanced (except to the extent such covenants and other terms apply solely to any period after the Term Loan Maturity Date or are otherwise reasonably acceptable to the Administrative Agent), as determined by the Borrower in good faith. In addition, notwithstanding the foregoing, the Borrower may establish Refinancing Term Loans to refinance and/or replace all or any portion of a Revolving Commitment (regardless of whether Revolving Loans are outstanding under such Revolving Commitments at the time of incurrence of such Refinancing Term Loans), so long as (1) the aggregate amount of such Refinancing Term Loans does not exceed the aggregate amount of Revolving Commitments terminated at the time of incurrence thereof, (2) if the Revolving Credit Exposure outstanding on the Refinancing Effective Date would exceed the aggregate amount of Revolving Commitments outstanding in each case after giving effect to the termination of such Revolving Commitments, the Borrower shall take one or more actions such that such Revolving Credit Exposure does not exceed such aggregate amount of Revolving Commitments in effect on the Refinancing Effective Date after giving effect to the termination of such Revolving Commitments (it being understood that (x) such Refinancing Term Loans may be provided by the Lenders holding the Revolving Commitments being terminated and/or by any other person that would be a permitted Assignee hereunder and (y) the proceeds of such Refinancing Term Loans shall not constitute Net Proceeds hereunder), (3) the Weighted Average Life to Maturity of the Refinancing Term Loans (disregarding any customary amortization for this purpose) shall be no shorter than the remaining life to termination of the terminated Revolving Commitments, (4) the final maturity date of the Refinancing Term Loans shall be no earlier than the termination date of the terminated Revolving Commitments and (5) all other terms applicable to such Refinancing Term Loans (other than provisions relating to original issue discount, upfront fees, interest rates and any other pricing terms (which original issue discount, upfront fees, interest rates and other pricing terms shall not be subject to the provisions set forth in Section 2.24(c)(vii)) and optional prepayment or mandatory prepayment or redemption terms, which shall be as agreed between the Borrower and the Lenders providing such Refinancing Term Loans) taken as a whole shall be substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms, taken as a whole, applicable to the Term Loans (except to the extent such covenants and other terms apply solely to any period after the Term Loan Maturity Date or are otherwise reasonably acceptable to the Administrative Agent), as determined by the Borrower in good faith;

(vi) with respect to Refinancing Term Loans secured by Liens on Collateral that rank *pari passu* or junior in right of security to the Liens thereon securing the Secured Obligations, such Liens will be subject to a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent; and

(vii) there shall be no obligor in respect of such Refinancing Term Loans that is not a Loan Party.

(f) The Borrower may approach any Lender or any other person that would be a permitted Assignee pursuant to Section 10.4 to provide all or a portion of the Refinancing Term Loans; provided, that any Lender offered or approached to provide all or a portion of the Refinancing Term Loans may elect or decline, in its sole discretion, to provide a Refinancing Term Loan. Any Refinancing Term Loans made on any Refinancing Effective Date shall be designated an additional Class of Term Loans for all purposes of this Agreement; provided, further, that any Refinancing

Term Loans may, to the extent provided in the applicable Incremental Assumption Agreement governing such Refinancing Term Loans, be designated as an increase in any previously established Class of Term Loans made to the Borrowers.

(g) Notwithstanding anything to the contrary in this Agreement, the Borrower may by written notice to the Administrative Agent establish one or more additional Facilities providing for revolving commitments ("Replacement Revolving Facilities" and the commitments thereunder, "Replacement Revolving Commitments" and the revolving loans thereunder, "Replacement Revolving Loans"), which replace in whole or in part any Class of Revolving Commitments under this Agreement. Each such notice shall specify the date (each, a "Replacement Revolving Facility Effective Date") on which the Borrower proposes that the Replacement Revolving Commitments shall become effective, which shall be a date not less than five Business Days after the date on which such notice is delivered to the Administrative Agent (or such shorter period agreed to by the Administrative Agent in its reasonable discretion); provided that: (i) before and after giving effect to the establishment of such Replacement Revolving Commitments on the Replacement Revolving Facility Effective Date, each of the conditions set forth in Section 3.2 shall be satisfied; (ii) after giving effect to the establishment of any Replacement Revolving Commitments and any concurrent reduction in the aggregate amount of any other Revolving Commitments, the aggregate amount of Revolving Commitments shall not exceed the aggregate amount of the Revolving Commitments outstanding immediately prior to the applicable Replacement Revolving Facility Effective Date; (iii) no Replacement Revolving Commitments shall have a final maturity date (or require commitment reductions or amortizations) prior to the Revolving Commitment Termination Date in effect at the time of incurrence for the Revolving Commitments being replaced; (iv) all other terms applicable to such Replacement Revolving Facility (other than provisions relating to (x) fees, interest rates and other pricing terms and prepayment and commitment reduction and optional redemption terms which shall be as agreed between the Borrower and the Lenders providing such Replacement Revolving Commitments and (y) the amount of any letter of credit sublimit and swingline commitment under such Replacement Revolving Facility, which shall be as agreed between the Borrower, the Lenders providing such Replacement Revolving Commitments, the Administrative Agent and the replacement issuing bank and replacement swingline lender, if any, under such Replacement Revolving Commitments) taken as a whole shall be substantially similar to, or not materially less favorable to the Borrower and its Subsidiaries than, the terms, taken as a whole, applicable to the Revolving Loans being so refinanced (except to the extent such covenants and other terms apply solely to any period after the latest Revolving Commitment Termination Date in effect at the time of incurrence or are otherwise reasonably acceptable to the Administrative Agent), as determined by the Borrower in good faith; and (v) there shall be no obligor in respect of such Replacement Revolving Facility that is not a Loan Party. In addition, the Borrower may establish Replacement Revolving Commitments to refinance and/or replace all or any portion of a Term Loan hereunder (regardless of whether such Term Loan is repaid with the proceeds of Replacement Revolving Loans or otherwise), so long as the aggregate amount of such Replacement Revolving Commitments does not exceed the aggregate amount of Term Loans repaid at the time of establishment thereof (it being understood that such Replacement Revolving Commitment may be provided by the Lenders holding the Term Loans being repaid and/or by any other person that would be a permitted Assignee hereunder) so long as (i) before and after giving effect to the establishment such Replacement Revolving Commitments on the Replacement Revolving Facility Effective Date each of the conditions set forth in Section 3.2 shall be satisfied, (ii) the remaining life to termination of such Replacement Revolving Commitments shall be no shorter than the Weighted Average Life to Maturity then applicable to the refinanced Term Loans, (iii) the final termination date of the Replacement Revolving Commitments shall be no earlier than the Term Loan Maturity Date of the refinanced Term Loans, (iv) with respect to Replacement Revolving Loans secured by Liens on Collateral that rank junior in right of security to the Secured Obligations, such Liens will be subject to a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and (v) there shall be no obligor in respect of such Replacement Revolving Facility that is not a Loan Party. Solely to the extent that an Issuing Bank is not a replacement issuing bank under a Replacement Revolving Facility; it is understood and agreed that such Issuing Bank shall not be required to issue any letters of credit under such Replacement Revolving Facility and, to the extent it is necessary for such Issuing Bank to withdraw as an Issuing Bank at the time of the establishment of such Replacement Revolving Facility, such withdrawal shall be on terms and conditions reasonably satisfactory to such Issuing Bank. The Borrower agrees to reimburse each Issuing Bank in full upon demand, for any reasonable and documented out-of-pocket cost or expense attributable to such withdrawal.

(h) The Borrower may approach any Lender or any other person that would be a permitted Assignee of a Revolving Commitment pursuant to Section 10.4 to provide all or a portion of the Replacement Revolving Commitments; provided that any Lender offered or approached to provide all or a portion of the Replacement Revolving Commitments may elect or decline, in its sole discretion, to provide a Replacement Revolving Commitment. Any Replacement Revolving Commitment made on any Replacement Revolving Facility Effective Date shall be designated an additional Class of Revolving Commitments for all purposes of this Agreement; provided that any Replacement Revolving Commitments may, to the extent provided in the applicable Incremental Amendment, be designated as an increase in any previously established Class of Revolving Commitments.

(i) On any Replacement Revolving Facility Effective Date, subject to the satisfaction of the foregoing terms and conditions, each of the Lenders with Replacement Revolving Commitments of such Class shall purchase from each of the other Lenders with Replacement Revolving Commitments of such Class, at the principal amount thereof, such interests in the Replacement Revolving Loans and participations in Letters of Credit under such Replacement Revolving Commitments of such Class then outstanding on such Replacement Revolving Facility Effective Date as shall be necessary in order that, after giving effect to all such assignments and purchases, the Replacement Revolving Loans and participations of such Replacement Revolving Commitments of such Class will be held by the Lenders thereunder ratably in accordance with their Replacement Revolving Commitments.

(j) This Section 2.24 is subject in all respects to Section 1.5, and if there is any conflict between the terms of this Section 2.24 and Section 1.5, the terms of Section 1.5 shall control.

Section 2.25. **Mitigation of Obligations**. If any Lender requests compensation under Section 2.18, or if the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the sole judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable under Section 2.18 or Section 2.20, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all costs and expenses incurred by any Lender in connection with such designation or assignment, promptly upon such Lender's provision to the Borrower of reasonable documentation of such costs and expenses.

Section 2.26. **Replacement of Lenders**. If (a) any Lender requests compensation under Section 2.18, (b) the Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.20, (c) any Lender is a Defaulting Lender, (d) in connection with any proposed amendment, waiver, or consent, the consent of all of the Lenders, or all of the Lenders directly affected thereby, is required pursuant to Section 10.2, and any such Lender refuses to consent to such amendment, waiver or consent as to which the Required Lenders have consented, (e) in connection with any proposed amendment, waiver, or consent, the consent of all of the Revolving Credit Lenders, or all of the Revolving Credit Lenders directly affected thereby, is required pursuant to Section 10.2, and any such Revolving Credit Lender refuses to consent to such amendment, waiver or consent as to which the Majority Revolving Credit Lenders have consented, or (f) in connection with any proposed amendment, waiver, or consent, the consent of all of the Term Loan Lenders, or all of the Term Loan Lenders directly affected thereby, is required pursuant to Section 10.2, and any such Term Loan Lender refuses to consent to such amendment, waiver or consent as to which the Majority Term Loan Lenders have consented, then, in each case, the Borrower may, at its sole expense and effort (but without prejudice to any rights or remedies the Borrower may have against such Defaulting Lender), upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions set forth in Section 10.4(b)) all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender but excluding any Defaulting Lender); provided, that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, (ii) prior to, or contemporaneous with, the replacement of such Lender, such Lender shall have received payment of an amount equal to the outstanding principal amount of all Loans owed to it, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (in the case of such outstanding principal and accrued interest) and from the Borrower (in the case of all other amounts), (iii) in the case of a claim for compensation under Section 2.18 or payments required to be made pursuant to Section 2.20, such assignment will result in a reduction in such compensation or payments and (iv) in the case of clause (d) above, the assignee Lender shall have agreed to provide its consent to the requested amendment, waiver or consent. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

Section 2.27. **Application of Payments**.

(a) Payments Prior to Event of Default. Prior to the occurrence and continuance of an Event of Default, all amounts received by the Administrative Agent from the Borrower (other than payments specifically earmarked or required by the terms of this Agreement for application to certain principal, interest, fees or expenses hereunder or payments made pursuant to Section 2.12 (which shall be applied as earmarked or required, or, with

respect to payments under Section 2.12, as set forth in Section 2.12)), shall be distributed by the Administrative Agent in the following order of priority:

FIRST, pro rata, to the payment of out-of-pocket costs and expenses (including reasonable attorneys' fees) of the Administrative Agent incurred by the Administrative Agent in connection with the enforcement of the rights of the Administrative Agent, the Issuing Bank and the Lenders under the Loan Documents;

SECOND, pro rata, to the payment of any fees then due and payable to the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder or under any other Loan Documents;

THIRD, pro rata, to the payment of all Obligations consisting of accrued fees and interest then due and payable to the Lenders hereunder;

FOURTH, pro rata, to the payment of principal then due and payable on the Loans;

FIFTH, to the payment of any obligations then owing under Secured Hedge Agreements and Secured Cash Management Agreements; and

SIXTH, to the payment of all other Obligations not otherwise referred to in this Section 2.27(a) then due and payable.

Subject to items "FIRST" through "SIXTH" preceding, the Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Obligations.

(b) Payments Subsequent to Event of Default. Notwithstanding anything in this Agreement or any other Loan Document which may be construed to the contrary, subsequent to the occurrence and during the continuance of an Event of Default, all payments and prepayments with respect to the Secured Obligations and all net proceeds from enforcement of the Secured Obligations (including realization on Collateral or otherwise) shall be distributed in the following order of priority (subject, as applicable, to Section 2.21):

FIRST, pro rata, to the payment of out-of-pocket costs and expenses (including reasonable attorneys' fees) of the Administrative Agent incurred in connection with the enforcement of the rights of the Administrative Agent, the Issuing Bank and the Lenders under the Loan Documents (including any costs incurred in connection with the sale or disposition of any Collateral);

SECOND, pro rata, to payment of any fees owed to the Administrative Agent, the Issuing Bank or the Swingline Lender hereunder or under any other Loan Document;

THIRD, pro rata, to the payment of out-of-pocket costs and expenses (including reasonable attorneys' fees) of the Lenders incurred in connection with the enforcement of their respective rights under the Loan Documents;

FOURTH, pro rata, to the payment of all obligations consisting of accrued fees and interest payable to the Lenders hereunder;

FIFTH, on a pro rata basis among the Secured Parties, to (i) the payment of principal on the Loans then outstanding, (ii) the Letter of Credit Reserve Account to the extent of one hundred five percent (105%) of any LC Exposure then outstanding and (iii) to the payment of any obligations then owing under Secured Hedge Agreements and Secured Cash Management Agreements;

SIXTH, to any other Secured Obligations not otherwise referred to in this Section 2.27(b); and SEVENTH, upon satisfaction in full of all Secured Obligations, to the Borrower or as otherwise required by law.

Subject to items "FIRST" through "SIXTH" preceding, the Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

Notwithstanding the foregoing, Secured Obligations arising under Secured Cash Management Agreements and Secured Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. Each Cash Management Bank or Hedge Bank not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX for itself and its Affiliates as if a "Lender" party hereto.

Section 2.28. **Extensions of Revolving Commitments and Term Loans**.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower to all Term Loan Lenders of any tranche with a like maturity date or all Revolving Credit Lenders having Revolving Commitments of any tranche with a like commitment termination date, in each case on a pro rata basis (based on the aggregate outstanding principal amount of such respective Term Loans or amounts of Revolving Commitments with a like maturity, as the case may be) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date and/or commitment termination date of each such Lender's Term Loans and/or Revolving Commitments of such tranche, and, subject to the terms hereof, otherwise modify the terms of such Term Loans and/or Revolving Commitments pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate and/or fees payable in respect of such Term Loans and/or Revolving Commitments (and related outstandings) and/or modifying the amortization schedule in respect of such Lender's Term Loans) (each, an "Extension"; and each group of Term Loans or Revolving Commitments, as applicable, in each case as so extended, as well as the original Term Loans and the original Revolving Commitments (in each case not so extended), being a separate "tranche"), so long as the following terms are satisfied:

(i) no Default or Event of Default shall have occurred and be continuing as of the date the Extension Offer is delivered to the Lenders;

(ii) except as to interest rates, fees and final commitment termination date (which shall be determined by the Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extending Revolving Credit Lenders), the Revolving Commitment of any Revolving Credit Lender that agrees to an Extension with respect to such Revolving Commitment (an "Extending Revolving Credit Lender") extended pursuant to an Extension (an "Extended Revolving Commitment" and the Loans thereunder, "Extended Revolving Loans") and the related outstandings shall be a Revolving Commitment (or related outstandings, as the case may be) with the same terms (or terms not less favorable to existing Revolving Credit Lenders) as the original Revolving Commitments (and related outstandings); provided, that (1) the borrowing and payments (except for (A) payments of interest and fees at different rates on Extended Revolving Commitments (and related outstandings), (B) repayments required upon the commitment termination date of the non-extending tranche of Revolving Commitments and (C) repayments made in connection with a permanent repayment and termination of commitments) of Extended Revolving Loans with respect to Extended Revolving Commitments after the applicable Extension date shall be made on a pro rata basis with all other Revolving Commitments, (2) subject to the provisions of Sections 2.22(j) and 2.5(f) to the extent dealing with Swingline Loans and Letters of Credit which mature or expire after a

Revolving Commitment Termination Date when there exist Extended Revolving Commitments with a later Revolving Commitment Termination Date, all Swingline Loans and Letters of Credit shall be participated in on a pro rata basis by all Lenders with Revolving Commitments in accordance with their applicable Pro Rata Shares (and except as provided in Sections 2.22(j) and 2.5(f), without giving effect to changes thereto on an earlier Revolving Commitment Termination Date with respect to Swingline Loans and Letters of Credit theretofore incurred or issued), (3) assignments and participations of Extended Revolving Commitments and related Extended Revolving Loans shall be governed by the same assignment and participation provisions applicable to the other Revolving Commitments and Revolving Loans and (4) at no time shall there be Revolving Commitments hereunder (including Extended Revolving Commitments and any existing Revolving Commitments) which have more than two (2) different maturity dates;

(iii) except as to interest rates, fees (including, without limitation, upfront fees), funding discounts, prepayment premium, amortization, final maturity date, premium, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (iv), (v) and (vi), be determined by the Borrower and set forth in the relevant Extension Offer, subject to acceptance by the Extending Term Loan Lenders), the Term Loans of any Term Loan Lender that agrees to an Extension with respect to such Term Loans owed to it (an "Extending Term Loan Lender") extended pursuant to any Extension ("Extended Term Loans") shall have the same terms (or terms not less favorable to existing Term Loan Lenders or terms that are applicable only to periods after the then applicable maturity date with respect to such tranche of Term Loans) as the tranche of Term Loans subject to such Extension Offer;

(iv) the final maturity date of any Extended Term Loans shall be no earlier than the latest maturity date of the Term Loans extended thereby;

(v) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans extended thereby;

(vi) any Extended Term Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) with non-extending tranches of Term Loans in any voluntary or mandatory prepayments in respect of the applicable Facility, in each case as specified in the respective Extension Offer;

(vii) if the aggregate principal amount of Term Loans (calculated on the outstanding principal amount thereof) or Revolving Commitments in respect of which Term Loan Lenders or Revolving Credit Lenders respectively shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans or Revolving Commitments offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans or Revolving Loans of such Term Loan Lenders or Revolving Credit Lenders respectively shall be extended ratably up to such maximum amount based on the respective principal or commitment amounts with respect to which such Term Loan Lenders or Revolving Credit Lenders, as the case may be, have accepted such Extension Offer; and

(viii) any applicable Minimum Extension Condition shall have been satisfied unless waived by the Borrower.

With respect to all Extensions consummated by the Borrower pursuant to this Section 2.28, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Sections 2.11 or 2.12, (ii) the amortization schedule (in so far as such schedule effects payments due to Lenders participating in the relevant Facility) set forth in Section 2.9 shall be adjusted to give effect to the Extension of the relevant Facility, and (iii) no Extension Offer is required to be in any minimum amount or any minimum increment; provided, that the Borrower may at its election specify as a condition to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Term Loans or Revolving Commitments (as applicable) of any or all applicable tranches be tendered (a "Minimum Extension Condition"). The Lenders hereby consent to the transactions contemplated by this Section

2.28 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans and/or Extended Revolving Commitments on such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement or any other Loan Document that may otherwise prohibit or conflict with any such Extension or any other transaction contemplated by this Section 2.28.

No consent of any Lender shall be required to effectuate any Extension, other than (A) the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans and/or Revolving Commitments (or a portion thereof) and (B) with respect to any Extension of Revolving Commitments, the consent of the Issuing Bank and Swingline Lender, which consent shall not be unreasonably withheld, conditioned or delayed. All Extended Term Loans, Extended Revolving Commitments and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents and secured by the Collateral on a pari passu basis with all other applicable Secured Obligations, and shall, without limiting the foregoing, benefit equally and ratably with the other Secured Obligations from the guarantees and security interests created by the Loan Documents. The Lenders hereby irrevocably authorize the Administrative Agent to (and the Administrative Agent shall) enter into amendments to this Agreement and the other Loan Documents (including, without limitation, modifications to provisions regarding pro rata payments or sharing of payments (provided, in no event shall any such modification entered into by the Administrative Agent pursuant to the foregoing authorization cause or enable any such Extension to rank senior to, or receive or share in payments on a more favorable basis than pro rata with respect to, the other Loans and Commitments hereunder except for such differences in rank or right to receive or share in payments among the existing Loans and Commitments that are already contained or set forth in the Loan Documents, if any, prior to the effectiveness of such Extension)) with the Borrower (on behalf of all Loan Parties) as may be necessary in order to establish new tranches or subtranches in respect of Revolving Commitments or Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new tranches or sub-tranches, in each case on terms consistent with this subsection. In addition, if so provided in such amendment and with the consent of the Issuing Bank, participations in Letters of Credit expiring on or after the applicable commitment termination date shall be re-allocated from Lenders holding non-extended Revolving Commitments to Lenders holding Extended Revolving Commitments in accordance with the terms of such amendment; provided, however, that such participation interests shall, upon receipt thereof by the relevant Lenders holding Revolving Commitments, be deemed to be participation interests in respect of such Revolving Commitments and the terms of such participation interests shall be adjusted accordingly. The Administrative Agent shall promptly notify each Lender of the effectiveness of each such amendment. In connection with any Extension, the Borrower shall provide the Administrative Agent at least five (5) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof (which such notice the Administrative Agent shall promptly forward to the Lenders; provided, the Administrative Agent's delivery to the Lenders thereof shall not constitute a condition to or requirement for the effectiveness of any such Extension or be included in the determination of such five (5) Business Day period), and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent and the Borrower, in each case acting reasonably to accomplish the purposes of this Section 2.28. This Section 2.28 shall supersede any other provisions of Section 10.2 or Section 2.21 to the contrary.

Section 2.29. **Reverse Dutch Auction Prepayments**.

(a) Notwithstanding anything to the contrary set forth in this Agreement (including Sections 2.21 and 10.7) or any other Loan Document, the Borrower shall have the right at any time and from time to time to prepay Term Loans to the Term Loan Lenders at a discount to the par value of such Term Loans and on a non pro rata basis (each, a "Discounted Voluntary Prepayment") pursuant to the procedures described in this Section 2.29; provided that (i) on the date of the Discounted Prepayment Option Notice (as defined below) and after giving effect to the Discounted Voluntary Prepayment, (A) the aggregate amount of Revolving Loans and Swingline Loans outstanding shall not be greater than $50,000,000 and (B) no Discounted Voluntary Prepayment shall be made from the proceeds of any Revolving Loan or Swingline Loan, (ii) any Discounted Voluntary Prepayment shall be offered to all Term Loan Lenders of a particular tranche on a pro rata basis and (iii) the Borrower shall deliver to the Administrative

Agent, together with each Discounted Prepayment Option Notice, a certificate of a Responsible Officer of the Borrower (A) stating that no Default or Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment, (B) stating that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.29 has been satisfied and (C) specifying the aggregate principal amount of Term Loans to be prepaid pursuant to such Discounted Voluntary Prepayment.

(b) To the extent the Borrower seeks to make a Discounted Voluntary Prepayment, the Borrower will provide written notice to the Administrative Agent substantially in the form of Exhibit G hereto (each, a "Discounted Prepayment Option Notice") that the Borrower desires to prepay Term Loans in an aggregate principal amount specified therein by the Borrower (each, a "Proposed Discounted Prepayment Amount"), in each case at a discount to the par value of such Term Loans as specified below. The Proposed Discounted Prepayment Amount of any Term Loans shall not be less than $1,000,000 (unless otherwise agreed by the Administrative Agent). The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment (i) the Proposed Discounted Prepayment Amount for Term Loans to be prepaid, (ii) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of the Term Loans to be prepaid (the "Discount Range"), and (iii) the date by which Term Loan Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment, which shall be at least five (5) Business Days following the date of the Discounted Prepayment Option Notice (the "Acceptance Date").

(c) Upon receipt of a Discounted Prepayment Option Notice, the Administrative Agent shall promptly notify each applicable Term Loan Lender thereof. On or prior to the Acceptance Date, each such Term Loan Lender may specify by written notice substantially in the form of Exhibit H hereto (each, a "Lender Participation Notice") to the Administrative Agent (i) a maximum discount to par (the "Acceptable Discount") within the Discount Range (for example, a Term Loan Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Term Loans to be prepaid) and (ii) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the Term Loans to be prepaid held by such Term Loan Lender with respect to which such Term Loan Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount ("Offered Loans"). Based on the Acceptable Discounts and principal amounts of the Term Loans to be prepaid specified by the Term Loan Lenders in the applicable Lender Participation Notice, the Administrative Agent and the Borrower shall mutually determine the applicable discount for such Term Loans to be prepaid (the "Applicable Discount"), which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.29(b) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the principal amounts of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Term Loan Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Term Loan Lenders who have offered to participate in the Discounted Voluntary Prepayment and have Qualifying Loans (as defined below). Any Term Loan Lender with outstanding Term Loans to be prepaid whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Term Loans at any discount to their par value within the Applicable Discount.

(d) The Borrower shall make a Discounted Voluntary Prepayment by prepaying those Term Loans to be prepaid (or the respective portions thereof) offered by the Term Loan Lenders ("Qualifying Lenders") that specify an Acceptable Discount that is equal to or greater than the Applicable Discount ("Qualifying Loans") at the Applicable Discount; provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than

the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans.

(e) Each Discounted Voluntary Prepayment shall be made within five (5) Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (other than as set forth in Section 2.14(d) and Section 2.14(e), but not subject to Section 2.19), upon irrevocable notice substantially in the form of Exhibit I hereto (each a "Discounted Voluntary Prepayment Notice"), delivered to the Administrative Agent no later than 1:00 p.m. New York City Time, three (3) Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall (i) specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent and (ii) state that no Default or Event of Default has occurred and is continuing or would result from the Discounted Voluntary Prepayment. Upon receipt of any Discounted Voluntary Prepayment Notice, the Administrative Agent shall promptly notify each relevant Term Loan Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Term Loan Lenders, subject to the Applicable Discount on the applicable Term Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid. The par principal amount of each Discounted Voluntary Prepayment of a Term Loan shall be applied ratably to reduce the remaining installments of such Term Loans.

(f) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to reasonable procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.29(c) above) established by the Administrative Agent and the Borrower.

(g) Prior to the delivery of a Discounted Voluntary Prepayment Notice, (i) upon written notice to the Administrative Agent, the Borrower may withdraw or modify its offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (ii) no Term Loan Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice unless the terms of such proposed Discounted Voluntary Prepayment have been modified by the Borrower after the date of such Lender Participation Notice. Within one (1) Business Day of delivery of a Discounted Voluntary Prepayment Notice, a Term Loan Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment solely if the Borrower is unable to provide a customary representation and warranty in the Discounted Voluntary Prepayment Notice that there is no material non-public information with respect to the Borrower and its Subsidiaries.

(h) Nothing in this Section 2.29 shall require the Borrower to undertake any Discounted Voluntary Prepayment nor any Lender to participate in any Discounted Voluntary Prepayment.

ARTICLE III

CONDITIONS PRECEDENT TO LOANS AND LETTERS OF CREDIT

Section 3.1. **Conditions To Effectiveness**. The obligations of the Revolving Credit Lenders (including the Swingline Lender) to make Revolving Loans and the obligation of the Issuing Bank to issue any Letter of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 10.2).

(a) The Administrative Agent, its Affiliates and the Lenders shall have received payment of all fees, expenses and other amounts due and payable on or prior to the Closing Date, including reimbursement or payment of all out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel to the Administrative Agent, including any local counsel) invoiced a reasonable period of time prior to the

Closing Date and required to be reimbursed or paid by the Borrower hereunder, under any other Loan Document and under any agreement with the Administrative Agent or Wells Fargo Securities, LLC.

(b) The Administrative Agent (or its counsel) shall have received the following, each to be in form and substance satisfactory to the Required Lenders:

(i) a counterpart of this Agreement signed by or on behalf of the Borrower and the Revolving Credit Lenders or written evidence satisfactory to the Administrative Agent (which may include facsimile or pdf transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement;

(ii) duly executed Notes payable to each requesting Lender;

(iii) the Reaffirmation of Loan Documents, duly executed by the Loan Parties, together with (A) UCC financing statements and other applicable documents under the laws of all necessary or appropriate jurisdictions with respect to the perfection of the Liens granted under the Security Agreement, as requested by the Administrative Agent in order to perfect such Liens, duly authorized by the Loan Parties, (B) copies of favorable state level UCC searches, tax, and judgment search reports in all necessary or appropriate jurisdictions and under all legal names of the Loan Parties, as requested by the Administrative Agent, indicating that there are no prior Liens on any of the Collateral other than Liens permitted pursuant to Section 7.2 and Liens to be released on the Closing Date and (C) a Perfection Certificate (or updates to existing Perfection Certificate acceptable to the Administrative Agent) duly completed on a pro forma basis after giving effect to the Transactions and executed by the Borrower;

(iv) a duly executed letter agreement among each party to each Blocked Account Agreement, together with the Administrative Agent, acknowledging Wells Fargo as successor Administrative Agent for purposes of each such Blocked Account Agreement in substantially the form of Exhibit E;

(v) assignment documents executed by the Former Agent (and any applicable Loan Party) as described in Section 9.16(d);

(vi) a copy of the notice of prepayment provided by the Borrower to the Former Agent pursuant to Section 2.11 of the Existing Credit Agreement with respect to the prepayment in full of the Term Loans (under and as defined in the Existing Credit Agreement);

(vii) a duly executed funds flow memorandum with respect to the Transactions, together with a report setting forth the sources and uses of proceeds of any Loan incurred on the Closing Date;

(viii) confirmation that all outstanding principal, together with accrued interest, with respect to the Term Loans (under and as defined in the Existing Credit Agreement) shall have been paid in full as of the Closing Date with the proceeds of the issuance of the Senior Notes;

(ix) a certificate of the Secretary or Assistant Secretary of each Loan Party whose revenues and assets are included in the calculation of the Aggregate Subsidiary Threshold as of the Closing Date in the form of Exhibit 3.1(b)(ix), attaching and certifying copies of its Organizational Documents, and of the resolutions of its board of directors or similar governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and certifying the name, title and true signature of each officer of each Loan Party executing the Loan Documents to which it is a party;

(x) a certificate of good standing from the Secretary of State of the jurisdiction of incorporation or organization of each Loan Party whose revenues and assets are included in the calculation of the Aggregate Subsidiary Threshold as of the Closing Date and each other jurisdiction where the failure of such Loan Party to be qualified to do business as a foreign entity in such jurisdiction could reasonably be expected to have a Material Adverse Effect;

(xi) a favorable written opinion of Dickinson Wright PLLC, counsel to the Loan Parties, together with local counsel opinions reasonably requested by the Administrative Agent, in each case addressed to the Administrative Agent and each of the Lenders, and covering such matters relating to the Loan Parties, the Loan Documents and the transactions contemplated therein as the Administrative Agent or the Required Lenders shall reasonably request;

(xii) a certificate in the form of Exhibit 3.1(b)(xii), dated the Closing Date and signed by a Responsible Officer of the Borrower, certifying that (A) after giving effect to the funding of any initial Revolving Borrowing, if any, (1) no Default or Event of Default exists, (2) all representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects (without duplication of any materiality, "Material Adverse Effect" or similar qualifiers contained in such representations and warranties), (3) since the date of the financial statements of the Borrower described in Section 4.5, there shall have been no change which has had or could reasonably be expected to have a Material Adverse Effect and (B) attached to such certificate is true and correct list of each Loan Party whose revenues and assets are included in the calculation of the Aggregate Subsidiary Threshold as of the Closing Date, together with calculations demonstrating the Aggregate Subsidiary Threshold as of the Closing Date;

(xiii) certified copies of all consents, approvals, authorizations, registrations and filings and orders required to be made or obtained under any Requirement of Law, or by any Material Contract of each Loan Party, in connection with the execution, delivery, performance, validity and enforceability of the Transaction Documents and/or any of the transactions contemplated hereby or thereby, and such consents, approvals, authorizations, registrations, filings and orders shall be in full force and effect and all applicable waiting periods shall have expired, and no investigation or inquiry by any Governmental Authority regarding this Agreement or the other Transaction Documents or any transaction being financed with the proceeds hereof shall be ongoing;

(xiv) with respect to the Borrower and its Subsidiaries, copies of the (i) audited consolidated balance sheets and related consolidated statements of income, shareholder's equity and cash flows for the Fiscal Years ended December 31, 2014, 2015 and 2016, (ii) internal consolidated balance sheets and related consolidated statements of income and cash flows for each interim fiscal month ended since the last quarterly financial statements and at least 30 days prior to the Closing Date and (iii) projections prepared by management of the Borrower of balance sheets, income statements and cash flow statements, which will be quarterly for the first year after the Closing Date and annually thereafter for the term of this Agreement;

(xv) [reserved];

(xvi) certificates of insurance with respect to each Loan Party describing the types and amounts of insurance (property and liability) maintained by the Loan Parties, naming the Administrative Agent as additional insured on liability policies and with lender loss payee endorsements for property and casualty policies, in each case, meeting the requirements of Section 5.8;

(xvii) certified copies of all Material Contracts and such other diligence items as the Administrative Agent may reasonably require;

(xviii) evidence satisfactory to the Administrative Agent that the Liens granted pursuant to the Security Documents will be first priority perfected Liens on the Collateral (subject only to Permitted Liens which are prior as a matter of law);

(xix) a solvency certificate duly executed by the chief financial officer of the Borrower, addressed to the Administrative Agent for the benefit of the Lenders and dated the Closing Date in substantially the form of Exhibit 3.1(b)(xx), giving pro forma effect to the Transactions to be effected on the Closing Date; and

(xx) to the extent requested by any Lender, all documentation and other information required by bank regulatory authorities under applicable "know your customer", United States Requirements of Law relating to terrorism, sanctions or money laundering, including the Anti-Terrorism Order, the Patriot Act and Anti-Money Laundering Laws.

(c) The Administrative Agent (or its counsel) shall have received certified copies (certified to be true, correct and complete) of the Transaction Documents (other than the Loan Documents), each in form and substance reasonably satisfactory to the Administrative Agent.

Section 3.2. **Each Credit Event**. The obligation of each Lender to make a Loan on the occasion of any Borrowing and of the Issuing Bank to issue, amend, renew or extend any Letter of Credit is subject to the satisfaction of the following conditions (provided that (i) the conditions set forth in clauses (a), (b), (d) and (f) below shall, to the extent the proceeds of any such Loan is being used to finance a Limited Conditionality Acquisition, be subject to the terms of Section 1.5 and (ii) the conditions set forth in clauses (b), (c), (d) and (f) below shall not apply in the case of a Borrowing consisting solely of a continuation or conversion of any Loan or to any amendment, renewal or extension of any Letter of Credit that does not increase the face amount thereof):

(a) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall exist;

(b) at the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, all representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of such Borrowing or the date of issuance, amendment, extension or renewal of such Letter of Credit, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), in each case before and after giving effect thereto;

(c) with respect to any Borrowing of a Revolving Loan or Swingline Loan or the issuance of any Letter of Credit (not including Letters of Credit which, upon issuance, are Cash Collateralized by the Borrower to at least the Minimum Collateral Amount) after the Closing Date, the Borrower shall be in compliance with the Financial Covenant on a Pro Forma Basis (giving effect to such Borrowing or issuance and regardless of whether the Borrower was required to be in compliance with such Financial Covenant at such time) for the applicable Test Period.

(d) since the date of the financial statements of the Borrower described in Section 4.5, there shall have been no change which has had or could reasonably be expected to have a Material Adverse Effect;

(e) the Borrower shall have delivered the required Notice of Borrowing, if applicable; and

(f) the Administrative Agent shall have received such other documents, certificates or

information as the Administrative Agent or the Required Lenders may reasonably request, all in form and substance reasonably satisfactory to the Administrative Agent.

Each Borrowing and each issuance, amendment, extension or renewal of any Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a), (b), (c) and (d) of this Section 3.2.

Section 3.3. **Delivery of Documents**. All of the Loan Documents, certificates, legal opinions and other documents and papers referred to in this Article III, unless otherwise specified, shall be delivered to the Administrative Agent for the account of each of the Lenders and, except for the Notes, in sufficient counterparts or copies for each of the Lenders and shall be in form and substance satisfactory in all respects to the Administrative Agent.

Section 3.4. **Effect of Amendment and Restatement**.

(a) Upon this Agreement becoming effective pursuant to Sections 3.1 and 3.2, from and after the Closing Date: (i)(A) all outstanding "Revolving Loans" (as such term is defined in the Existing Credit Agreement), if any, shall be deemed to be Revolving Loans outstanding hereunder and (B) there shall be no Swingline Loans outstanding hereunder; (ii) all terms and conditions of the Existing Credit Agreement and any other "Loan Document" as defined therein, as amended and restated by this Agreement and the other Loan Documents being executed and delivered on the Closing Date, shall be and remain in full force and effect, as so amended, and shall constitute the legal, valid, binding and enforceable obligations of the Loan Parties to the Lenders and the Administrative Agent; (iii) the terms and conditions of the Existing Credit Agreement shall be amended as set forth herein and, as so amended and restated, shall be restated in their entirety, but shall be amended only with respect to the rights, duties and obligations among the Borrower, the Lenders and the Administrative Agent accruing from and after the Closing Date; (iv) this Agreement shall not in any way release or impair the rights, duties, Obligations or Liens created pursuant to the Existing Credit Agreement or any other "Loan Document" as defined therein or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Closing Date, except as modified hereby or by documents, instruments and agreements executed and delivered in connection herewith, and all of such rights, duties, Obligations and Liens are assumed, ratified and affirmed by the Borrower; (v) all indemnification obligations of the Loan Parties under the Existing Credit Agreement and any other "Loan Document" as defined therein shall survive the execution and delivery of this Agreement and shall continue in full force and effect for the benefit of the Lenders, the Former Agent, and any other Person indemnified under the Existing Credit Agreement or such other Loan Document at any time prior to the Closing Date; (vi) the Obligations incurred under the Existing Credit Agreement shall, to the extent outstanding on the Closing Date, continue to be outstanding under this Agreement and shall not be deemed to be paid, released, discharged or otherwise satisfied by the execution of this Agreement, and this Agreement shall not constitute a substitution or novation of such Obligations or any of the other rights, duties and obligations of the parties hereunder; (vii) the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Former Agent under the Existing Credit Agreement (or of Wells Fargo, as successor Administrative Agent hereunder), nor constitute a waiver of any covenant, agreement or obligation under the Existing Credit Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (viii) any and all references in the Loan Documents to the Existing Credit Agreement shall, without further action of the parties, be deemed a reference to the Existing Credit Agreement, as amended and restated by this Agreement, and as this Agreement shall be further amended, modified, supplemented or amended and restated from time to time hereafter in accordance with the terms of this Agreement.

(b) The Administrative Agent, the Lenders and the Borrower agree that the Aggregate Revolving Commitment (as defined in the Existing Credit Agreement) of each of the Revolving Credit Lenders immediately prior to the effectiveness of this Agreement shall be reallocated among the Revolving Credit Lenders such that, immediately after the effectiveness of this Agreement in accordance with its terms, the Revolving Commitment of each Revolving Credit Lender (including the Added Lender) shall be as set forth on Schedule II. In order to effect such reallocations, assignments shall be deemed to be made among the Revolving Credit Lenders (including the Added Lender) in such amounts as may be necessary, and with the same force and effect as if such assignments were evidenced by the applicable Assignment and Acceptance (but without the payment of any related assignment fee), and no other documents or

instruments shall be required to be executed in connection with such assignments (all of which such requirements are hereby waived). Further, to effect the foregoing, each Revolving Credit Lender (including the Added Lender) agrees to make cash settlements in respect of any outstanding Revolving Loans, if any (including cash settlements to those lenders party to the Existing Credit Agreement who have elected not to be a Revolving Credit Lender under this Agreement on the Closing Date), either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, such that after giving effect to this Agreement, each Revolving Credit Lender holds Revolving Loans equal to its Pro Rata Share (based on the Revolving Commitment of each Revolving Credit Lender as set forth on Schedule II).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants, both immediately before and after giving effect to the Transactions, to the Administrative Agent and each Lender as follows (for purposes of clarity, the representations and warranties to be made on the Closing Date shall be made immediately after giving effect to the Transactions on a pro forma basis):

Section 4.1. **Existence; Power**. Each Loan Party (i) is duly organized, validly existing and in good standing as a corporation, partnership or limited liability company under the laws of the jurisdiction of its organization, (ii) has all requisite power and authority to carry on its business as now conducted, and (iii) is duly qualified to do business, and is in good standing, in each jurisdiction where such qualification is required, except where a failure to be so qualified could not reasonably be expected to result in a Material Adverse Effect.

Section 4.2. **Organizational Power; Authorization**. The execution, delivery and performance by each Loan Party of the Loan Documents and other Transaction Documents to which it is a party are within such Loan Party's organizational powers and have been duly authorized by all necessary organizational, and if required, shareholder, partner or member, action. This Agreement has been duly executed and delivered by the Borrower, and constitutes, and each other Transaction Document to which any Loan Party is a party, when executed and delivered by such Loan Party, will constitute, valid and binding obligations of the Borrower or such Loan Party, as the case may be, enforceable against it in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Section 4.3. **Capital Stock and Related Matters**. As of the Closing Date, the authorized Equity Interests of the Borrower and each Subsidiary and the number of shares of such Equity Interests that are issued and outstanding are as set forth on Schedule 4.3. All of the shares of such Equity Interests that are issued and outstanding have been duly authorized and validly issued and are fully paid and non-assessable. None of such Equity Interests have been issued in violation of the Securities Act, or the securities, "Blue Sky" or other applicable Laws of any applicable jurisdiction. As of the Closing Date, the Equity Interests of each Subsidiary of the Borrower are owned by the parties listed on Schedule 4.3 in the amounts set forth on such schedule and a description of the Equity Interests of each such party is listed on Schedule 4.3. Except as described on Schedule 4.3, neither the Borrower nor any Subsidiary has outstanding any stock or securities convertible into or exchangeable for any shares of its Equity Interests, nor are there any preemptive or similar rights to subscribe for or to purchase, or any other rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments, or claims of any character relating to, any Equity Interests or any stock or securities convertible into or exchangeable for any Equity Interests. Except as set forth on Schedule 4.3, neither the Borrower nor any Subsidiary is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or to register any shares of its Equity Interests, and there are no agreements restricting the transfer of any shares of the Borrower's or such Subsidiary's Equity Interests or restricting the ability of any Subsidiary of the Borrower from making distributions, dividends or other Restricted Payments to another Subsidiary or the Borrower.

Section 4.4. **Governmental Approvals; No Conflicts**. The execution, delivery and performance by the Borrower of this Agreement and by each Loan Party of the other Transaction Documents, or consummation of the Transactions (a) do not require any consent, waiver or approval of, notification to, registration or filing with, or any

other action by, any Governmental Authority, except (i) those as have been obtained or made and are in full force and effect, and except for filings required by applicable securities laws and regulations, which filings have been made or will be made on or prior to the date on which such filings are required to be made, and (ii) the filing with the FCC of certain of the Loan Documents as required by the Communications Laws, (b) do not require any consent, waiver or approval of, notification to, registration or filing with, or any other action by, any Person other than those described in clause (a) immediately above, except those listed on Schedule 4.4 hereto or those that have been obtained or made and are in full force and effect, (c) will not violate any Requirements of Law applicable to the Borrower or any Subsidiary or any judgment, order or ruling of any Governmental Authority, (d) will not violate or result in a default under any indenture, material agreement or other material instrument binding on the Borrower or any Subsidiary or any of its assets or give rise to a right thereunder to require any payment to be made by the Borrower or any Subsidiary and (e) will not result in the creation or imposition of any Lien on any asset of the Borrower or any Subsidiary, except Liens created under the Loan Documents. The failure by the Borrower or its Subsidiaries, as applicable, to obtain the consent or approval or otherwise to satisfy the requirements described in clause (b) immediately above with respect to the items disclosed on Schedule 4.4 could not reasonably be expected to have, individually or collectively, a Material Adverse Effect.

Section 4.5. **Financial Statements**.

(a) The Borrower has furnished to each Lender the audited consolidated balance sheet of the Borrower and its Subsidiaries as of December 31, 2016, December 31, 2017 and December 31, 2018 and the related consolidated statements of operations, shareholders' equity and cash flows for the Fiscal Year then ended, accompanied by the opinion of Deloitte & Touche LLP. Such financial statements fairly present the consolidated financial condition of the Borrower and its Subsidiaries as of such dates and the consolidated results of operations and cash flows for such periods in conformity with GAAP consistently applied. Since December 31, 2018, there have been no changes with respect to the Borrower and its Subsidiaries which have had or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) The financial projections, dated March 1, 2019 delivered to the Administrative Agent by the Borrower prior to the Fourth Amendment Closing Date have been prepared by the Borrower in light of the past operations of the business of the Borrower and its Subsidiaries on a consolidated basis. Such projections are based upon estimates and assumptions stated therein, all of which the Borrower believes to be reasonable and fair in light of conditions and facts known to the Borrower as of the Fourth Amendment Closing Date and reflect the good faith, estimates by the Borrower, believed by the Borrower to be reasonable and fair, of the future consolidated financial performance of Borrower and the other information projected therein for the periods set forth therein.

Section 4.6. **Liabilities, Litigation and Environmental Matters**.

(a) As of the Closing Date, except for liabilities incurred in the normal course of business and liabilities incurred as a result of consummation of the Transactions, neither the Borrower and nor any Subsidiary has any material (individually or in the aggregate) liabilities, direct or contingent (including, without limitation, Indebtedness, Guarantees, contingent liabilities and liabilities for taxes, long-term leases and unusual forward or long-term commitments), except as disclosed or referred to in the financial statements referred to in Section 4.5 or with respect to the Obligations. Except as described on Schedule 4.6(a), there is no litigation, legal or administrative proceeding, investigation, or other action of any nature pending or, to the knowledge of the Borrower, threatened against or directly affecting the Borrower or any Subsidiary or any of their respective properties which could reasonably be expected to have a Material Adverse Effect. No litigation, investigation or proceeding by or before any arbitrators or Governmental Authorities is pending against or, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary which in any manner draws into question the validity or enforceability of this Agreement or any other Transaction Document.

(b) Except for the matters set forth on Schedule 4.6(b), neither the Borrower nor any Subsidiary (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) knows of any basis for any Environmental Liability, except, in the case of any of the foregoing, where such failure or actual or possible liability, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 4.7. **Compliance with Laws and Agreements**. The Borrower and each Subsidiary is in compliance with (a) all Requirements of Law and all judgments, decrees and orders of any Governmental Authority and (b) all indentures, agreements or other instruments binding upon them or their properties, except where non-compliance, either singly or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. The Borrower will maintain in effect and enforce policies and procedures reasonably designed to promote and achieve compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents which are acting or benefitting in any capacity in connection with this Agreement, with Anti-Corruption Laws and applicable Sanctions.

Section 4.8. **Material Contracts**. Schedule 4.8 contains a complete list, as of the Closing Date, of each Material Contract, true, correct and complete copies of which have been delivered to the Administrative Agent. Neither the Borrower nor any Subsidiary is in default under or with respect to any Material Contract to which it is a party or by which it or any of its properties are bound, which default has had, or could reasonably be expected to have, as Material Adverse Effect. Except as set forth on Schedule 4.8, none of the Material Contracts set forth on Schedule 4.8 requires the consent of any Person to the granting of a Lien in favor of the Administrative Agent on the rights of the Borrower or any Subsidiary thereunder.

Section 4.9. **Investment Company Act, Etc**. Neither the Borrower nor any Subsidiary is (a) an "investment company" or is "controlled" by an "investment company," as such terms are defined in, or subject to regulation under, the Investment Company Act of 1940, as amended or (b) otherwise subject to any other regulatory scheme limiting its ability to incur debt or requiring any approval or consent from or registration or filing with, any Governmental Authority in connection therewith.

Section 4.10. **Taxes**. The Borrower and its Subsidiaries and each other Person for whose Taxes the Borrower or any of its Subsidiaries could become liable have timely filed or caused to be filed all Tax returns that are required to be filed by them, and have paid all Taxes shown to be due and payable on such returns or on any assessments made against it or its property and all other Taxes imposed on it or any of its property by any Governmental Authority, except, in each case, where the same are currently being contested in good faith by appropriate proceedings and for which the Borrower or such Subsidiary, as the case may be, has set aside on its books adequate reserves in accordance with GAAP or where the same could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Borrower and its Subsidiaries in respect of unpaid Taxes are adequate and in accordance with GAAP, and no Tax liabilities that could be materially in excess of the amount so provided are anticipated.

Section 4.11. **Margin Regulations**. None of the proceeds of any of the Loans or Letters of Credit will be used, directly or indirectly, for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of such terms under Regulation U or for any purpose that violates the provisions of Regulation T, Regulation U or Regulation X. Neither the Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying "margin stock."

Section 4.12. **ERISA**. Except as set forth on Part I to Schedule 4.12, no ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect. Except as set forth on Part II to Schedule 4.12, the present value of all accumulated benefit obligations under each Plan (based on the assumptions used for purposes of FASB ASC 715) did not, as of the date of the most recent actuarial valuations conducted prior to the Closing Date reflecting such amounts, exceed the fair market value of the assets of such Plan.

Section 4.13. **Ownership of Property; Intellectual Property**.

(a) The Borrower and each Subsidiary has good title to, or valid leasehold interests in, all of its real and tangible personal property material to the operation of its business, including all such properties reflected in the most recent audited consolidated balance sheet of the Borrower referred to in Section 4.5 or purported to have been acquired by the Borrower or any Subsidiary after said date (except as sold or otherwise disposed of in the ordinary course of business), in each case free and clear of Liens prohibited by this Agreement. All leases that

individually or in the aggregate are material to the business or operations of the Borrower and each Subsidiary are valid and subsisting and are in full force in all material respects.

(b) Except as set forth on Schedule 4.13(b), the Borrower and each Subsidiary owns, or is licensed, or otherwise has the right, to use, all Intellectual Property that is material to its business, and the use of such Intellectual Property by the Borrower or any Subsidiary does not infringe on or violate the rights of any other Person, or constitute a misappropriation of any Intellectual Property of any other Person, except where the failure to have such rights, or any such infringement, violation or misappropriation, could not reasonably be expected to result in a Material Adverse Effect. There exist no restrictions on the disclosure, use, license or transfer of the Intellectual Property owned by the Borrower and its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect. None of the Intellectual Property owned or used by the Borrower and its Subsidiaries has been adjudged invalid or unenforceable in whole or part and all such Intellectual Property is valid and enforceable, except where the failure to be valid and/or enforceable could not reasonably be expected to result in a Material Adverse Effect. To the best knowledge of the Borrower, there is no third Person that is infringing, violating or misappropriating any Intellectual Property of the Borrower or its Subsidiaries that could reasonably be expected to result in a Material Adverse Effect.

(c) Except as set forth on Schedule 4.13(c), with respect to each Website, the Borrower and its Subsidiaries have taken commercially reasonable steps to: (i) maintain adequate computer resources to help ensure that no service outages will occur due to insufficient data-storage, memory, server response levels or other related reasons (except outages which are at industry acceptable levels); (ii) protect the confidentiality, integrity and security of such Websites against any unauthorized use, access, interruption, modification or corruption, as the case may be; (d) obtain consent for its acquisition, storage, transfer and use of personal information as required by applicable Requirements of Law; and (iv) put in place policies and procedures to limit the liability of the Borrower and its Subsidiaries as a host of user-generated content, except where any failure of any of the foregoing could not reasonably be expected to result in a Material Adverse Effect. All proprietary Intellectual Property produced or otherwise exclusively generated by or for the Borrower and its Subsidiaries, whether by assignment, work made for hire or otherwise, including any content posted on the Websites and which material Intellectual Property is produced solely by or for the benefit of the Borrower and its Subsidiaries, is owned exclusively or validly licensed by the Borrower or its Subsidiaries, except where any failure of any of the foregoing could not reasonably be expected to result in a Material Adverse Effect. The Borrower has taken reasonable steps to ensure that all Persons (including current and former employees of the Borrower and its Subsidiaries and any independent contractors) who create or contribute to proprietary Intellectual Property owned or used by the Borrower and its Subsidiaries in the conduct of its respective businesses have assigned in writing to the Borrower or such Subsidiaries all of their rights therein that did not initially vest with the Borrower or its Subsidiaries by operation of law, except where any failure of any of the foregoing could not reasonably be expected to result in a Material Adverse Effect.

(d) Except as set forth on Schedule 4.13(d), the material properties of the Borrower and each Subsidiary are insured with financially sound and reputable insurance companies which are not Affiliates of the Borrower, in such amounts with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Borrower or any applicable Subsidiary operates.

Section 4.14. **Disclosure**. The Borrower has duly filed all reports required to be filed with the Securities and Exchange Commission. None of the reports (including without limitation all reports that the Borrower is required to file with the Securities and Exchange Commission), financial statements, certificates or other information furnished by or on behalf of the Borrower or any other Loan Party to the Administrative Agent or any Lender in connection with the negotiation or syndication of this Agreement, any other Transaction Document delivered hereunder or thereunder (as modified or supplemented by any other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, taken as a whole, in light of the circumstances under which they were made, not misleading; provided, that with respect to projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time.

Section 4.15. **Labor Relations**. There are no strikes, lockouts or other labor disputes or grievances against the Borrower or any Subsidiary, or, to the Borrower's knowledge, threatened against the Borrower or any of its Subsidiaries, and no unfair labor practice, charges or grievances are pending against the Borrower or any of its Subsidiaries, or to the Borrower's knowledge, threatened against any of them before any Governmental Authority which, as to any of the foregoing, has had or could reasonably be expected to have a Material Adverse Effect. All payments due from the Borrower or any Subsidiary pursuant to the provisions of any collective bargaining agreement have been paid or accrued as a liability on the books of the Borrower or any such Subsidiary, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 4.16. **Subsidiaries and Joint Ventures**. As of the Closing Date, Schedule 4.16 sets forth, each Subsidiary and each joint venture of the Borrower and each Subsidiary, and, for each Person set forth thereon, a complete and accurate statement of (i) the percentage ownership of each such Person by the Borrower or any Subsidiary of the Borrower, (ii) the state or other jurisdiction of incorporation or formation, as appropriate, of each such Person, and the type of legal entity for each such Person, (iii) each state in which each such Person is qualified to do business and (iv) all of each such Person's trade names, trade styles or doing business forms which such Person has used or under which such Person has transacted business during the five (5) year period immediately preceding the Fourth Amendment Closing Date. As of the Closing Date, neither the Borrower nor any Subsidiary is a partner or joint venturer in any partnership or joint venture other than as expressly set described on Schedule 4.16.

Section 4.17. **Solvency**. After giving effect to the execution and delivery of the Transaction Documents and the consummation of the Transactions, the Borrower and its Subsidiaries, taken as a whole, will not be "insolvent" within the meaning of such term as defined in § 101 of Title 11 of the United States Code, as amended from time to time, or be unable to pay their debts generally as such debts become due, or have an unreasonably small capital to engage in any business or transaction, whether current or contemplated.

Section 4.18. **EEA Financial Institutions**. Neither the Borrower nor any Subsidiary is an EEA Financial Institution.

Section 4.19. **Patriot Act**. Neither any Loan Party nor any of its Subsidiaries is an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act or any enabling legislation or executive order relating thereto. Neither any Loan Party nor any or its Subsidiaries is in violation of (a) the Trading with the Enemy Act, (b) any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the Patriot Act.

Section 4.20. **Anti-Corruption Laws and Sanctions**.

(a) Neither any Loan Party nor any of its Subsidiaries and, to the knowledge of senior management of the Borrower or such Subsidiaries, any of their respective directors, officers, employees or agents acting or benefitting in any capacity in connection with this Agreement, (i) is a Person that is owned or controlled by a Sanctioned Person, (ii) is a Sanctioned Person or (iii) is located, organized or resident in a Sanctioned Country.

(b) Each of the Loan Parties and its Subsidiaries, and to the knowledge of the Loan Parties, each director, officer, employee and agent of the Loan Parties and each such Subsidiary, is in compliance with the Anti-Money Laundering Laws in all material respects.

(c) The Borrower and its Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and applicable Sanctions and have instituted and maintained policies and procedures designed to promote and achieve compliance with Anti-Corruption Laws and applicable Sanctions. No Borrowing or Letter of Credit, use of proceeds thereof or other Transactions will violate Anti-Corruption Laws or applicable Sanctions.

Section 4.21. **Security Interests**. The security interests created by the Security Agreement and the other Security Documents in favor of the Administrative Agent for the benefit of the Secured Parties are legal, valid and enforceable security interests in all right, title and interest of the Loan Parties in the Collateral, and the Administrative Agent, for the benefit of the Secured Parties, has a fully perfected (upon the satisfaction of the applicable perfection requirements, and to the extent such security interests are required to be perfected under the terms of the Loan

Documents) first lien on, and security interest in, all right, title and interest in all of the collateral described therein (subject only to Permitted Liens).

Section 4.22. **Use of Proceeds**. The proceeds of the Loans and Letters of Credit are intended to be and shall be used solely for the purposes set forth in and permitted by Section 5.9 and not prohibited by Section 7.13.

Section 4.23. **Licenses; FCC**.

(a) The Borrower and its Subsidiaries hold such validly issued Licenses as are necessary to operate the Stations as they are currently operated, and each such License is in full force and effect, are valid for the balance of the current license term and are unimpaired by any act or omission of the Borrower or its Subsidiaries in any material manner. As of the Closing Date, the Stations, together with their Licenses granted or assigned to the Borrower or its Subsidiaries, are identified on Schedule 4.23, and each such License has the expiration date set forth on Schedule 4.23. As of the Closing Date, the are no conditions upon the Licenses except those conditions stated on the face thereof or conditions applicable to the stations of such class generally under the Communications Laws. Except as otherwise set forth on Schedules 4.23 and 4.23(b), each Station is being operated materially in accordance with the terms and conditions of the Licenses applicable to it and the Communications Laws.

(b) Except as otherwise set forth on Schedule 4.23(b) and excluding any customary applications filed with the FCC seeking the renewal of a License for so long as no Person has filed with the FCC a Petition to Deny such application, no proceedings are pending or, to the knowledge of the Borrower, are threatened, before the FCC that reasonably would be expected to result in the revocation, adverse modification, nonrenewal or suspension of the main station broadcast License for any full-power and full-service television broadcast Station of the Borrower or any Subsidiary, the issuance of any cease and desist order, or the imposition of any fines, forfeitures or other administrative actions by the FCC with respect to any Station, other than any proceedings which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(c) All reports, applications and other documents required to be filed by the Borrower and its Subsidiaries with the FCC with respect to the Stations have been timely filed, and all such reports, applications and documents are true, correct and complete in all respects, except where the failure to make such timely filing or any inaccuracy therein could not reasonably be expected to have a Material Adverse Effect, and except as otherwise set forth on Schedule 4.23(b), the Borrower has no knowledge of any matters which could reasonably be expected to result in the suspension, adverse modification, revocation of, or the refusal to renew, any License or the imposition on the Borrower or any Subsidiary of any fines or forfeitures by the FCC which could reasonably be expected to result in a Material Adverse Effect.

Section 4.24. **Beneficial Ownership Certification**. As of the ~~Fourth~~Fifth Amendment Closing Date, the information included in the Beneficial Ownership Certification delivered to the Administrative Agent and each Lender on or prior to the ~~Fourth~~Fifth Amendment Closing Date is true and correct in all respects.

ARTICLE V

AFFIRMATIVE COVENANTS

The Borrower covenants and agrees that so long as any Lender has a Commitment hereunder or any Obligation remains unpaid or outstanding:

Section 5.1. **Financial Statements and Other Information**. The Borrower will (a) notify the Administrative Agent and each Lender that previously received a Beneficial Ownership Certification in connection with this Agreement of any change in the information provided in the Beneficial Ownership Certification of which any Loan Party is aware that would result in a change to the list of beneficial owners identified therein and (b) deliver to the Administrative Agent and each Lender:

(a) as soon as available and in any event within 90 days after the end of each Fiscal Year of the Borrower, a copy of the annual audited report for such Fiscal Year for the Borrower and its Subsidiaries, containing a consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of operation, stockholders' equity and cash flows (together with all footnotes thereto) of the Borrower and its Subsidiaries for such Fiscal Year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all in reasonable detail and reported on by Deloitte & Touche LLP or other independent public accountants of nationally recognized standing (without a "going concern" or like qualification, exception or explanation and without any qualification or exception as to scope of such audit (other than an explanatory paragraph or emphasis of matter paragraph as a result of a current maturity of any Indebtedness or any potential default of a financial covenant)) to the effect that such financial statements present fairly in all material respects the financial condition and the results of operations of the Borrower and its Subsidiaries for such Fiscal Year on a consolidated basis in accordance with GAAP and that the examination by such accountants in connection with such consolidated financial statements has been made in accordance with Public Company Accounting Oversight Board (U.S.) Standards;

(b) as soon as available and in any event within 45 days after the end of each of the first three Fiscal Quarters of the Borrower, an unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of the end of such Fiscal Quarter and the related unaudited consolidated statements of operations and cash flows of the Borrower and its Subsidiaries for such Fiscal Quarter and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding quarter and the corresponding portion of the Borrower's previous Fiscal Year;

(c) promptly upon the reasonable request of the Administrative Agent or any Lender, any information or documentation requested by it for purposes of complying with the Beneficial Ownership Regulation;

(d) concurrently with the delivery of the financial statements referred to in clauses (a) and (b) above, a Compliance Certificate signed by the chief financial officer or treasurer of the Borrower, (i) certifying as to whether there exists a Default or Event of Default on the date of such certificate, and if a Default or an Event of Default then exists, specifying the details thereof and the action which the Borrower has taken or proposes to take with respect thereto, (ii) setting forth in reasonable detail calculations demonstrating compliance with the Financial Covenant (whether or not the Financial Covenant is then in effect), (iii) stating whether any change in GAAP or the application thereof has occurred since the date of the Borrower's audited financial statements referred to in Section 4.5 and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such certificate; provided, however, that no action shall be required by the Borrower under this clause (iii) to the extent any such change in GAAP or the application thereof does not affect or apply to the Borrower or its Restricted Subsidiaries, including the presentation by the Borrower of its financial statements, (iv) setting forth as and at the end of such Fiscal Quarter or Fiscal Year, as the case may be, reasonably detailed calculations of the amount of the Available Amount and specifying any applicable utilizations of the Available Amount during such Fiscal Quarter or Fiscal Year, as applicable, (v) containing a list of each Subsidiary of the Borrower that identifies each Subsidiary as a Restricted Subsidiary, an Unrestricted Subsidiary and/or a Subsidiary that is not a Loan Party as of the date of the applicable Compliance Certificate or a confirmation that there has been no change in such information since the last such list provided pursuant to this clause (d), (vi) containing a list as of the end of such Fiscal Quarter or Fiscal Year, as the case may be, of each Loan Party whose revenues and assets are included in the calculation of the Aggregate Subsidiary Threshold as of such date, together with calculations demonstrating the Aggregate Subsidiary Threshold and that no action is required to be taken by the Borrower in accordance with Section 5.12(b) and (vii) so long as there is an Unrestricted Subsidiary, attaching the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of such Unrestricted Subsidiaries from such consolidated financial statements;

(e) concurrently with the delivery of the financial statements referred to in clause (a) above, a list of (i) all sales or other dispositions of assets made pursuant to Section 7.6(c), Section 7.6(g), Section 7.6(h) and Section 7.6(i) (designating, in the case of such clauses (c), (h) and (i), in such listing whether the Borrower is deeming any sale or disposition to be made under clause (c), (h) or (i) of Section 7.6) of this Agreement by the Borrower and its Restricted Subsidiaries during the Fiscal Year most recently ended, including a description of the type of replacement assets and amount and type of other proceeds, if any, received from such sales or other dispositions and (ii) all Persons that the Borrower is identifying to the Administrative Agent as Disqualified Institutions (the "DQ List") (provided that such Persons shall only constitute Disqualified Institutions if they are direct competitors of the Borrower and its Restricted Subsidiaries and are engaged in at least one of the same lines of business as the Borrower and its Restricted Subsidiaries);

(f) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed with the Securities and Exchange Commission, or any Governmental Authority succeeding to any or all functions of the Securities and Exchange Commission, or with any national securities exchange, or distributed by the Borrower or any Subsidiary to its shareholders generally, as the case may be, and promptly upon receive thereof by the Borrower, copies of any material notices, reports or other communications from any holder of Junior Debt (or any trustee or representative on behalf of such holder);

(g) no later than ninety (90) days after the end of each Fiscal Year, an annual budget for the current Fiscal Year approved by the board of directors of the Borrower including, without limitation, a four-quarter projected income statement, balance sheet and statement of cash flows on a quarter-by-quarter basis; and

(h) promptly following any request therefor, such other information regarding the results of operations, business affairs and financial condition of the Borrower or any Subsidiary as the Administrative Agent or any Lender may reasonably request.

In the event that any financial statement delivered pursuant to Section 5.1(a) or Section 5.1(b) or any Compliance Certificate is shown to be inaccurate (regardless of whether this Agreement or any Commitment is in effect when such inaccuracy is discovered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin or higher fees for any period (an "Applicable Period") than the Applicable Margin or fees applied for such Applicable Period, then (i) the Borrower shall immediately deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period, (ii) the Applicable Margin or fees for such Applicable Period shall be determined in accordance with the corrected Compliance Certificate, and (iii) the Borrower shall immediately pay to the Administrative Agent the accrued additional interest or fee amount owing as a result of such increased Applicable Margin or fees for such Applicable Period, which payment shall be promptly applied by the Administrative Agent to the Obligations in accordance with Section 2.12. This Section 5.1 shall not limit the rights of the Administrative Agent or the Lenders with respect to Section 2.13(c) and Article VIII hereof.

Any financial statements delivered pursuant to this Section 5.1 shall include segment reporting in accordance with FASB ASC 280.

Section 5.2. **Notices of Material Events**. The Borrower will furnish to the Administrative Agent and each Lender prompt written notice of the following:

(a) the occurrence of any Default or Event of Default;

(b) (i) the filing or commencement of any action, suit or proceeding by or before any

arbitrator or Governmental Authority against or, to the knowledge of the Borrower, affecting the Borrower or any Subsidiary or any of their respective assets, franchises or licenses (including their Licenses) which, if adversely determined, could reasonably be expected to result in a Material Adverse Effect or (ii) the loss of any material License to the extent that a Responsible Officer of a Loan Party has knowledge of the loss of such License;

(c) the occurrence of any event or any other development by which the Borrower or any Subsidiary (i) fails to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) becomes subject to any Environmental Liability, (iii) receives notice of any claim with respect to any Environmental Liability, or (iv) becomes aware of any basis for any Environmental Liability and in each of the preceding clauses, which individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect;

(d) the occurrence of any ERISA Event that alone, or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrower and its Subsidiaries in an aggregate amount exceeding $10,000,000;

(e) the occurrence of any default or event of default, or the receipt by the Borrower or any Subsidiary of any written notice of an alleged default or event of default, with respect to any Material Indebtedness of the Borrower or any Subsidiary;

(f) upon (and in any event within five (5) Business Days of) the Borrower's obtaining knowledge of the institution of, or a written threat of, any action, suit, governmental investigation or arbitration proceeding against the Borrower or any Subsidiary, which action, suit, governmental investigation or arbitration proceeding, if adversely determined, could expose, in the Borrower's reasonable judgment, the Borrower or any Subsidiary to liability in an aggregate amount in excess of $10,000,000; and

(g) any other development in the business or affairs of the Borrower or a Subsidiary that results in, or could reasonably be expected to result in, a Material Adverse Effect.

(h) Each notice delivered under this Section 5.2 shall be accompanied by a written statement of a Responsible Officer of the Borrower setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

Section 5.3. **Existence; Conduct of Business**. The Borrower will, and will cause each of its Restricted Subsidiaries to, do or cause to be done all things necessary to, except as permitted by Section 7.3(a), preserve, renew and maintain in full force and effect its legal existence and its respective rights, licenses (including Licenses), permits, privileges, franchises and Intellectual Property material to the conduct of its business and will continue to engage in the same business as presently conducted or such other businesses that are reasonably related thereto; provided, that nothing in this Section 5.3 shall prohibit any merger, consolidation, liquidation or dissolution permitted under Section 7.3.

Section 5.4. **Compliance with Laws, Etc**. The Borrower will, and will cause each of its Restricted Subsidiaries to, comply with all laws, rules, regulations and requirements of any Governmental Authority applicable to its business and properties, including without limitation, all Environmental Laws, ERISA and OSHA, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 5.5. **Payment of Obligations**. The Borrower will, and will cause each of its Restricted

Subsidiaries to, pay and discharge all of its obligations and liabilities (including without limitation all Taxes and all other claims that could result in a statutory Lien) before the same shall become delinquent or in default, except where
(a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Borrower or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to pay or discharge any such obligations or liabilities could not, individually or in the aggregate reasonably be expected to result in a Material Adverse Effect.

Section 5.6. **Books and Records**. The Borrower will, and will cause each of its Restricted
Subsidiaries to, keep proper books of record and account in which full, true and correct entries shall be made of all financial transactions in relation to its business and activities to the extent necessary to prepare the consolidated financial statements of the Borrower in conformity with GAAP.

Section 5.7. **Visitation, Inspection, Etc**. The Borrower will, and will cause each of its Restricted
Subsidiaries to, permit any representative of the Administrative Agent, so long as the same does not unreasonably interfere with the business of the Borrower or any Restricted Subsidiary, to visit and inspect its properties, to examine its books and records and to make copies and take extracts therefrom, and to discuss its affairs, finances and accounts with any of its officers and with its independent certified public accountants, all at such reasonable times and as often as the Administrative Agent may reasonably request after reasonable prior notice to the Borrower, however, if an Event of Default has occurred and is continuing, no prior notice shall be required; provided, that each Person obtaining any such information shall hold all such information in accordance with, and subject to, the confidentiality provisions of Section 10.11.

Section 5.8. **Maintenance of Properties; Insurance**. The Borrower will, and will cause each of its
Restricted Subsidiaries to, (a) keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, (b) maintain with financially sound and reputable insurance companies which are not Affiliates of the Borrower (i) insurance with respect to its properties and business, and the properties and business of its Restricted Subsidiaries, against loss or damage of the kinds customarily insured against by companies in the same or similar businesses operating in the same or similar locations and (ii) all insurance required to be maintained pursuant to the Security Documents, and will, upon request of the Administrative Agent, furnish to each Lender at reasonable intervals a certificate of a Responsible Officer setting forth the nature and extent of all insurance maintained by the Borrower and its Restricted Subsidiaries in accordance with this Section 5.8, (c) maintain the Licenses and all other licenses, permits, permissions and other authorizations used or necessary to operate the radio and television stations as operated from time to time by the Borrower and its Restricted Subsidiaries, except to the extent that the failure to maintain the foregoing would not have a Material Adverse Effect, (d) file with the FCC (within the time periods required by the Communications Laws) copies of the Loan Documents to the extent required under Communications Laws, and take such other action as is necessary under the rules and regulations of the FCC to effect the purposes of the Loan Documents, except to the extent that the failure to do so would not have a Material Adverse Effect and (e) at all times shall name the Administrative Agent as additional insured on all liability policies of the Borrower and its Restricted Subsidiaries and as loss payee (pursuant to a loss payee endorsement approved by the Administrative Agent) on all casualty and property insurance policies of the Loan Parties.

Section 5.9. **Use of Proceeds and Letters of Credit**. The Borrower will use the proceeds of
Revolving Loans to finance working capital needs, Capital Expenditures, acquisitions permitted pursuant to Section 7.3(b), Investments permitted pursuant to Sections 7.4(e), (f), (g), (i) and (j) and for other general corporate purposes of the Borrower and its Restricted Subsidiaries after the Closing Date. On the date of the consummation of the Cordillera Acquisition, the Borrower shall use a portion of the proceeds of the Tranche B-1 Term Loans to finance the Fourth Amendment Transactions. If the Fourth Amendment Early Closing Date occurs, then on the Fourth Amendment Closing Date, a portion of the proceeds of the Tranche B-1 Term Loans shall be deposited in a segregated account of the Borrower with the Administrative Agent. Upon the occurrence of a Cordillera Special Mandatory Prepayment Trigger Date, the Borrower shall use a portion of the proceeds of the Tranche B-1 Term Loans to effect a Cordillera Special Mandatory Prepayment on the Cordillera Special Mandatory Prepayment Date. On the Fourth Amendment Closing Date, a portion of the proceeds of the Tranche B-1 Term Loans shall be deposited in a segregated

account of the Borrower with the Administrative Agent. On the Taurus Effective Date, the Borrower shall use a portion of the proceeds of the Tranche B-1 Term Loans to finance a portion of the Taurus Acquisition. Upon the occurrence of a Taurus Special Mandatory Prepayment Trigger Date, the Borrower shall use a portion of the proceeds of the Tranche B-1 Term Loans to effect a Taurus Special Mandatory Prepayment on the Taurus Special Mandatory Prepayment Date. No part of the proceeds of any Loan will be used, whether directly or indirectly, (a) for any purpose that would violate any rule or regulation of the Board of Governors of the Federal Reserve System, including Regulation T, Regulation U or Regulation X, (b) to fund, finance or facilitate any activities of or business with any Sanctioned Person or in any Sanctioned Country, (c) that will result in a violation by any Person (including any Person participating in the transaction, whether as a Lead Arranger, the Administrative Agent, any Lender (including the Swingline Lender) or the Issuing Bank or otherwise) of Sanctions or (d) that would in any manner violate any Anti-Corruption Laws. All Letters of Credit will be used for general corporate purposes.

Section 5.10. **Further Assurances**. The Borrower will, and will cause each Restricted Subsidiary to, execute any and all further documents, agreements and instruments, and take all such further actions which may be required under any Applicable Law, or which the Administrative Agent or any Lender may reasonably request, to effectuate the transactions contemplated by the Loan Documents.

Section 5.11. **The Blocked Accounts**.

(a) Each Collateral Related Account owned or maintained by the Borrower or any other Loan Party shall be maintained at a bank or financial institution which is reasonably acceptable to the Administrative Agent (each such bank, an "Approved Bank"). As of the Closing Date, each deposit account and securities account of each Loan Party is listed on Schedule 5.11(a) and such schedule designates which accounts are Collateral Related Accounts. Each Collateral Related Account maintained by a Loan Party (each such account, a "Blocked Account") shall be subject to a Blocked Account Agreement. Each such Blocked Account Agreement shall provide, among other things, that from and after the Closing Date (or the date on which such Blocked Account Agreement becomes effective), the relevant Approved Bank, agrees, from and after the receipt of a notice (an "Activation Notice") from the Administrative Agent (which Activation Notice may, or shall if directed by the Required Lenders, be given by the Administrative Agent at any time at which an Event of Default has occurred and is continuing), to forward immediately all amounts in each Collateral Related Account, as the case may be to the Administrative Agent per its instructions and to commence the process of daily sweeps from such account to the Administrative Agent.

(b) In the event that any Loan Party shall at any time receive any remittances of any of the foregoing directly or shall receive any other funds representing proceeds of the Collateral, such Loan Party shall hold the same as trustee for the Administrative Agent, shall segregate such remittances from its other assets, and shall promptly deposit the same into a Blocked Account.

Section 5.12. **Formation of Subsidiaries**.

(a) If, at any time, a Restricted Subsidiary of the Borrower is required to become a Subsidiary Loan Party after the Closing Date pursuant to this Section 5.12, such Restricted Subsidiary shall execute and deliver to the Administrative Agent a Pledge and Security Agreement Supplement in the form of Exhibit D to the Security Agreement within ten (10) Business Days after such Restricted Subsidiary is so required to become a Subsidiary Loan Party.

(b) If, at any time, the aggregate revenue or assets (on a non-consolidated basis) of the Borrower and those Restricted Subsidiaries that are then Subsidiary Loan Parties are less than the Aggregate Subsidiary Threshold, then the Borrower shall cause one or more other Restricted Subsidiaries (other than Foreign Subsidiaries) to become additional Subsidiary Loan Parties, as provided in clause (d) below, within ten (10) Business Days after such revenues or assets become less than the Aggregate Subsidiary Threshold so that after including the revenue and assets of any such additional Subsidiary Loan Parties, the aggregate revenue and assets (on a non-consolidated basis) of the Borrower and all such Subsidiary Loan Parties would equal or exceed the Aggregate Subsidiary Threshold.

(c) The Borrower may elect at any time to have any Restricted Subsidiary (other than a Foreign Subsidiary) become an additional Subsidiary Loan Party as provided in clause (d) below. Upon the occurrence and during the continuation of any Event of Default, if the Administrative Agent or the Required Lenders so direct, the Borrower shall (i) cause all of its Restricted Subsidiaries to become additional Subsidiary Loan Parties, as provided in clause (d) below, within ten (10) Business Days after the Borrower's receipt of written confirmation of such direction from the Administrative Agent.

(d) A Restricted Subsidiary (other than a Foreign Subsidiary) shall become an additional Subsidiary Loan Party by executing and delivering to the Administrative Agent a Subsidiary Guaranty Supplement, accompanied by (i) all other Loan Documents related thereto, (ii) certified copies of certificates or articles of incorporation or organization, by-laws, membership operating agreements, and other organizational documents, appropriate authorizing resolutions of the board of directors of such Subsidiaries, and opinions of counsel comparable to those delivered pursuant to Section 3.1(b), (iii) supplements to the Security Documents or new Security Documents, as applicable, and evidence that such other actions have been taken by such Restricted Subsidiaries to grant to the Administrative Agent for the benefit of the Secured Parties valid and enforceable security interests in the Collateral of such Restricted Subsidiaries and to cause such security interests to be perfected and have the priority required by the Security Documents and this Agreement and (iv) such other documents as the Administrative Agent may reasonably request. No Subsidiary that becomes a Subsidiary Loan Party shall thereafter cease to be a Subsidiary Loan Party or be entitled to be released or discharged from its obligations under the Subsidiary Guaranty Agreement unless otherwise permitted pursuant to the terms and provisions of this Agreement.

(e) At the time of the formation or acquisition by any Loan Party of a direct Foreign Subsidiary which is a Material Subsidiary, the Borrower shall pledge, or cause to be pledged, to the Administrative Agent, for its benefit and the benefit of Secured Parties, 65% of the Equity Interests of such Subsidiary (or, if the aggregate ownership interest of the Loan Parties is less than 65%, all of the Equity Interests owned by the Loan Parties) to secure the Secured Obligations; provided, however, that, so long as the total assets owned by each of the Foreign Subsidiaries whose Equity Interests have not been pledged pursuant to this Section 5.12 does not exceed $10,000,000 in the aggregate at the time of determination, such pledge of the Equity Interests of such Foreign Subsidiary shall not be required (other than pursuant to the Security Agreement).

(f) Nothing in this Section 5.12 shall authorize the Borrower or any Restricted Subsidiary of the Borrower to form or acquire any Subsidiary unless the formation or acquisition of such Subsidiary is permitted pursuant to Article VII. Any document, agreement or instrument executed or issued pursuant to this Section 5.12 shall be a "Loan Document" for purposes of this Agreement.

Section 5.13. **Real Estate**.

(a) The Loan Parties shall not be required to provide mortgages or any related documents with respect to any Real Estate. On the Closing Date, all Liens on Real Estate in favor of the Former Agent and the Lenders and all Mortgages (as defined in the Existing Credit Agreement) securing such Liens are hereby released and terminated.

(b) The Loan Parties shall not be required to obtain any Collateral Access Agreements that have not been obtained prior to the Closing Date.

Section 5.14. **Post-Closing Obligations**. The Borrower shall deliver to the Administrative Agent each of the documents, instruments, agreements and other items described on Schedule 5.14, and/or take the actions described on Schedule 5.14 on or prior to the date(s) specified with respect to such delivery as set forth on Schedule 5.14, as such dates may be extended by the Administrative Agent. All such deliverables shall be in form and substance reasonably satisfactory to the Administrative Agent.

Section 5.15. **Corporate Credit Ratings**. The Borrower shall use commercially reasonable efforts to obtain and maintain a public corporate family and/or corporate credit rating, as applicable, and public ratings in respect of the Tranche B Term Loans ~~and~~, the Tranche B-1 Term Loans and the Tranche B-2 Term Loans, in each case from each of S&P and Moody's.

Section 5.16. **Conference Calls**. The Borrower shall, within 10 days (or such later date as the

Administrative Agent may agree in its reasonable discretion) after the date of the delivery of the annual financial information pursuant to Section 5.1(a), hold a conference call or teleconference, at a time selected by the Borrower and reasonably acceptable to the Administrative Agent, with all of the Lenders that choose to participate, to review the financial results of the previous fiscal year, as the case may be, of the Borrower (it being understood that any such call may be combined with any similar call held for any of the Borrower's other lenders or security holders).

ARTICLE VI

FINANCIAL COVENANTS

The Borrower covenants and agrees that so long as any Lender has a Revolving Commitment hereunder or any Obligation under the Revolving Facility remains unpaid or outstanding:

Section 6.1. **[Reserved].**

Section 6.2. **First Lien Net Leverage Ratio**. The Borrower shall not permit the First Lien Net Leverage Ratio (i) on the last day of any Fiscal Quarter (beginning with the first full Fiscal Quarter ending immediately after the Fourth Amendment Closing Date) through and including the last day of the seventh (7_{th}) full Fiscal Quarter ending immediately after the Fourth Amendment Closing Date (or, upon consummation of the Taurus Acquisition, the seventh (7_{th}) full Fiscal Quarter ending immediately after the date of the consummation of the Taurus Acquisition) to exceed 4.50 to 1.00 and (ii) on the last day of the eighth (8_{th}) full Fiscal Quarter ending immediately after the Fourth Amendment Closing Date (or, upon consummation of the Taurus Acquisition, the eighth (8_{th}) full Fiscal Quarter ending immediately after the date of consummation of the Taurus Acquisition) and the last day of each Fiscal Quarter thereafter to exceed 4.25 to 1.00; provided that the provisions of this Section 6.2 shall not be applicable with respect to the last day of any Fiscal Quarter if on such day the Revolving Credit Exposure of all Lenders (excluding LC Exposure with respect to Letters of Credit that have not been drawn upon or, if there has been a drawing with respect to a Letter of Credit, all reimbursement obligations due with respect thereto have been fully satisfied) is zero ($0).

Section 6.3. **Pro Forma Adjustments**. With respect to any period during which a Permitted Acquisition or a Disposition has occurred (each, a "Subject Transaction"), for purposes of determining the First Lien Net Leverage Ratio (including for purposes of determining compliance with Section 6.2), Consolidated EBITDA shall be calculated with respect to such period on a Pro Forma Basis (including pro forma adjustments approved by the Administrative Agent in its sole discretion which are not otherwise contemplated in the definition of "Consolidated EBITDA") using the historical audited financial statements of any business so acquired or to be acquired or sold or to be sold and the consolidated financial statements of the Borrower and its Subsidiaries which shall be reformulated as if such Subject Transaction, and any Indebtedness incurred or repaid in connection therewith, had been consummated or incurred or repaid at the beginning of such period (and assuming that such Indebtedness bears interest during any portion of the applicable measurement period prior to the relevant acquisition at the weighted average of the interest rates applicable to outstanding Loans incurred during such period); provided that if such business so acquired does not have historical audited financial statements, unaudited financial statements which are in form and substance reasonably acceptable to the Administrative Agent may be used in lieu thereof.

ARTICLE VII

NEGATIVE COVENANTS

The Borrower covenants and agrees that so long as any Lender has a Commitment hereunder or any Obligation remains outstanding:

Section 7.1. **Indebtedness**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness created pursuant to the Loan Documents (including, for the avoidance of

doubt, Indebtedness in respect of the Taurus Revolving Commitment Increase, upon and subject to the occurrence of the Taurus Effective Date);

(b) Indebtedness of the Borrower and its Restricted Subsidiaries existing on the Fourth Amendment Closing Date and set forth on Schedule 7.1 and any Permitted Refinancing thereof;

(c) Indebtedness of the Borrower or any Restricted Subsidiary (i) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations, and any Indebtedness assumed in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof; provided, that such Indebtedness is incurred prior to or within 90 days after such acquisition or the completion of such construction or improvements and (ii) any Permitted Refinancing of any of the foregoing; provided, further, that the aggregate principal amount of such Indebtedness under this clause (c) does not exceed at any time outstanding the greater of (x) $55,000,000 and (y) 15.0% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(d) Indebtedness of the Borrower owing to any Restricted Subsidiary or of any Restricted Subsidiary owing to the Borrower or any other Restricted Subsidiary, in each case, to the extent constituting an Investment permitted by Section 7.4; provided that any Indebtedness of the Borrower or any Subsidiary Loan Party in each case to any Restricted Subsidiary that is not a Subsidiary Loan Party shall be subordinated to the Secured Obligations in a manner reasonably acceptable to the Administrative Agent;

(e) Indebtedness in respect of Hedge Agreements permitted pursuant to Section 7.10;

(f) Indebtedness of the Borrower or any Restricted Subsidiary incurred or assumed in connection with any Permitted Acquisition (including, so long as no Event of Default shall have occurred and be continuing or would result therefrom, Permitted Refinancings thereof); provided, that (i)(A) in the case of any such Indebtedness secured by Liens on Collateral ranking *pari passu* with the Liens securing the Obligations, the First Lien Net Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions, is not greater than 4.00 to 1.00, (B) in the case of any such Indebtedness secured by Liens on Collateral ranking junior to the Liens securing the Obligations, the Senior Secured Net Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions, is not greater than 5.50 to 1.00, (C) in the case of unsecured Indebtedness, the Total Net Leverage Ratio on a Pro Forma Basis immediately after giving effect to such acquisition, merger or consolidation, the incurrence or assumption of such Indebtedness and the use of proceeds thereof and any related transactions, is not greater than 6.00 to 1.00 and (D) in the case of any such Indebtedness incurred under this clause (f)(i)(D) by a Subsidiary other than a Subsidiary Loan Party that is incurred in contemplation of such acquisition, merger or consolidation, the aggregate outstanding principal amount of such Indebtedness immediately after giving effect to such acquisition, merger or consolidation, the incurrence of such Indebtedness and the use of proceeds thereof and any related transactions shall not exceed, when taken together with all amounts incurred pursuant to this clause (f)(i)(D) and clauses (k)(ii)(D) and (o) of this Section 7.1, the greater of $55,000,000 and 15.0% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, (ii) any term loans incurred pursuant to clause (f)(i)(A) that are incurred in contemplation of such acquisition, merger or consolidation and that are secured by Liens on Collateral ranking *pari passu* with the Liens securing the Obligations shall be subject to the MFN Protection, (iii) no Event of Default exists at the time of Incurrence or assumption of such Indebtedness or would result therefrom, (iv) the Weighted Average Life to Maturity applicable to any such Indebtedness that is consisting of term loans is not shorter than the Tranche B Term Loans ~~and/or~~, the Tranche B-1 Term Loans and/or the Tranche B-2 Term Loans and any such Indebtedness that is consisting of term loans does not mature prior to the date occurring 91 days following the Latest Maturity Date for any Class of Term Loans (in effect as of the date such Indebtedness is incurred), (v) such

Indebtedness does not mature prior to the date occurring 91 days following the Revolving Commitment Termination Date (in effect as of the date such Indebtedness is Incurred), (vi) the terms of such Indebtedness (including, without limitation, all covenants, defaults, guaranties, and remedies, but excluding as to interest rate, call protection and redemption premium), taken as a whole, are no more restrictive or onerous in any material respect than the terms applicable to the Borrower under this Agreement and the other Loan Documents, unless the Borrower offers to amend this Agreement to include any such more restrictive or onerous terms; provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five (5) Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the Incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or the then most current drafts of the documentation relating thereto, certifying that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement of this sub-clause (vi) shall be conclusive evidence that such terms and conditions satisfy such foregoing requirement, (vii) subject to the clause (i)(D) above, such Indebtedness shall not be Guaranteed by any Person other than the Guarantors, (viii) such Indebtedness is not secured by any Lien on any property or assets of the Borrower or any of its Restricted Subsidiaries other than property or assets constituting Collateral under the Loan Documents; (ix) prior to the Incurrence of such Indebtedness, the Borrower shall have delivered to the Administrative Agent a certificate from a Responsible Officer of the Borrower certifying as to compliance with the requirements of preceding clauses (i) through (viii) together with a Compliance Certificate setting forth in reasonable detail the calculations of the First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio and/or Total Net Leverage Ratio, as applicable, and executed by a Responsible Officer of the Borrower certifying the requirements of the preceding clause (ii) have been met; and (x) any secured Indebtedness permitted under this Section 7.1(f) shall be subject to intercreditor arrangements reasonably satisfactory to Administrative Agent;

(g) Guarantees incurred by the Borrower or any of its Restricted Subsidiaries of Indebtedness of the Borrower or any of its Restricted Subsidiaries so long as such Indebtedness and, if applicable, Guarantees, is permitted under this Section 7.1; provided that (x) Guarantees by the Borrower or any Subsidiary Loan Party of Indebtedness of a Restricted Subsidiary which is not a Subsidiary Loan Party shall be subject to Section 7.4 (with the amount of such Guarantees by the Borrower or any Subsidiary Loan Party of Indebtedness of a Restricted Subsidiary which is not a Subsidiary Loan Party considered an Investment) and (y) Guarantees permitted under this clause (g) shall be subordinated to the Obligations to the same extent as the terms of the Indebtedness so guaranteed;

(h) Indebtedness consisting of contingent liabilities in respect of any indemnification, working capital adjustment, purchase price adjustment, non-compete, consulting, deferred compensation, earn-out obligations, contingent consideration, contributions, and similar obligations, incurred in connection with any Permitted Acquisition, any Investment permitted under Section 7.4 or any disposition permitted under Section 7.6; provided that both as of the date of the Incurrence of such Indebtedness and immediately after giving effect thereto on a Pro Forma Basis for the Test Period, the Borrower is in compliance with the financial ratio set forth in Section 7.3(b)(ii) and no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(i) Indebtedness consisting of the financing of insurance premiums in respect of insurance required by this Agreement or otherwise incurred in the ordinary course of business;

(j) cash management obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections, employee credit card programs and other cash management and similar arrangements in the ordinary course of business;

(k) other Indebtedness Incurred by the Borrower or any Restricted Subsidiary so long as (i) no Event of Default exists at the time of Incurrence thereof or would result therefrom, (ii) (A) in the case of any such Indebtedness secured by Liens on Collateral ranking *pari passu* with the Liens securing the Obligations, the First Lien Net Leverage Ratio on a Pro Forma Basis after giving effect to the incurrence

of such Indebtedness and the use of proceeds thereof and any related transactions is not greater than 4.00 to 1.00, (B) in the case of any such Indebtedness secured by Liens on Collateral ranking junior to the Liens securing the Obligations, the Senior Secured Net Leverage Ratio on a Pro Forma Basis immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof and any related transactions is not greater than 5.50 to 1.00, (C) in the case of unsecured Indebtedness, the Total Net Leverage Ratio on a Pro Forma Basis immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof and any related transactions is not greater than 6.00 to 1.00 and (D) in the case of any such Indebtedness incurred under this clause (k)(ii)(D) by a Subsidiary other than a Subsidiary Loan Party, the aggregate outstanding principal amount of such Indebtedness immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof and any related transactions shall not exceed, when taken together with all amounts incurred pursuant to this clause (k)(ii)(D) and clauses (f)(i)(D) and (o) of this Section 7.1, the greater of $55,000,000 and 15.0% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period, (iii) any term loans incurred pursuant to clause (ii)(A) above that are secured by Liens on Collateral ranking *pari passu* with the Liens securing the Obligations shall be subject to the MFN Protection, (iv) the Weighted Average Life to Maturity applicable to any such Indebtedness that is consisting of term loans is not shorter than the Tranche B Term Loans ~~and~~, the Tranche B-1 Term Loans and/or the Tranche B-2 Term Loans and any such Indebtedness that constitutes a "term loan B" facility does not mature prior to the date occurring 91 days following the Latest Maturity Date for any Class of Term Loans (in effect as of the date such Indebtedness is incurred), (v) such Indebtedness does not mature prior to the date occurring 91 days following the Revolving Commitment Termination Date (in effect as of the date such Indebtedness is Incurred), (vi) the terms of such Indebtedness (including, without limitation, all covenants, defaults, guaranties, and remedies, but excluding as to interest rate, call protection and redemption premium), taken as a whole, are no more restrictive or onerous in any material respect than the terms applicable to the Borrower under this Agreement and the other Loan Documents, unless the Borrower offers to amend this Agreement to include any such more restrictive or onerous terms; provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five (5) Business Days (or such shorter period as the Administrative Agent may reasonably agree) prior to the Incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or the then most current drafts of the documentation relating thereto, certifying that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement of this sub-clause (vi) shall be conclusive evidence that such terms and conditions satisfy such foregoing requirement, (vii) subject to clause (ii)(D) above, such Indebtedness shall not be Guaranteed by any Person other than the Guarantors,
(viii) such Indebtedness is not secured by any Lien on any property or assets of the Borrower or any of its Restricted Subsidiaries other than property or assets constituting Collateral under the Loan Documents; (ix) prior to the Incurrence of such Indebtedness, the Borrower shall have delivered to the Administrative Agent a certificate from a Responsible Officer of the Borrower certifying as to compliance with the requirements of preceding clauses (i) through (viii) together with a Compliance Certificate setting forth in reasonable detail the calculations of the First Lien Net Leverage Ratio, Senior Secured Net Leverage Ratio and/or Total Net Leverage Ratio, as applicable, and executed by a Responsible Officer of the Borrower certifying the requirements of the preceding clause (ii) have been met; and (x) any secured Indebtedness permitted under this Section 7.1(k) shall be subject to intercreditor arrangements reasonably satisfactory to Administrative Agent;

(l) Indebtedness Incurred by the Borrower or any Restricted Subsidiary; provided that the aggregate principal amount of Indebtedness outstanding under this clause (l) at any time does not at any time exceed the greater of (x) $45,000,000 and (y) 12.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(m) unsecured Indebtedness (including Guarantees thereof subject to the proviso immediately below) in respect of the Senior Notes in an aggregate principal amount not to exceed the amount outstanding on the Closing Date (reduced on a dollar for dollar basis by the principal amount Senior Notes repurchased or redeemed) and, so long as no Default or Event of Default shall have occurred and be continuing or

would result therefrom, Permitted Refinancing thereof; provided, that (i) such Indebtedness shall not at any time be Guaranteed by any Person other than the Guarantors and (ii) such Indebtedness shall not at any time be secured by any Lien on any property or assets of the Borrower or any of its Restricted Subsidiaries;

(n) Indebtedness of, incurred on behalf of, or representing Guarantees of Indebtedness of, joint ventures in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding pursuant to this Section 7.1(n), would not exceed the greater of $25,000,000 and 7.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(o) Indebtedness of Subsidiaries that are not Subsidiary Loan Parties in an aggregate principal amount outstanding that, immediately after giving effect to the incurrence of such Indebtedness and the use of proceeds thereof, together with the aggregate principal amount of any other Indebtedness outstanding under clauses (f)(i)(D) and (k)(ii)(D) of this Section 7.1 does not exceed the greater of $55,000,000 and 15.0% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(p) Indebtedness of the Borrower or any Restricted Subsidiary in an aggregate outstanding principal amount not greater than 100% of the amount of net cash proceeds from the issuance or sale of Qualified Equity Interests of the Borrower, other than proceeds from the sale of Equity Interests to, or contributions from, the Borrower or any of its Subsidiaries, to the extent such net cash proceeds do not constitute Excluded Contributions;

(q) (i) Indebtedness representing the Taurus Term Loan Facility and/or (ii) in lieu, in part or in full, of Indebtedness incurred pursuant to clause (q)(i), debt securities, the proceeds of which are used to finance, in whole or in part, the Taurus Acquisition; *provided* that the aggregate principal amount of Indebtedness outstanding at any time under this clause (q) shall not exceed, in the aggregate, $400,000,000;

(r) earn-out obligations, including purchase price adjustments, incurred in connection with any Permitted Acquisition, any Investment permitted under Section 7.4 or any disposition permitted under Section 7.6; and

(s) Indebtedness representing Refinancing Term Loans, Replacement Revolving Facilities and/or Refinancing Notes.

In the event that an item of Indebtedness meets the criteria of more than one of the categories of Indebtedness permitted above, the Borrower may classify such item of Indebtedness in any manner that complies with this covenant and may from time to time reclassify such items of in whole or in part as Indebtedness in any manner that would comply with any of the categories of this covenant at the time of such reclassification.

Section 7.2. **Liens; Negative Pledge**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, create, incur, assume or suffer to exist any Lien on any of its assets or property now owned or hereafter acquired or, except:

(a) Permitted Liens;

(b) purchase money Liens upon or in any fixed or capital assets to secure the purchase price or the cost of construction or improvement of such fixed or capital assets or to secure Indebtedness incurred solely for the purpose of financing the acquisition, construction or improvement of such fixed or capital assets (including Liens securing any Capital Lease Obligations); provided, that (i) such Lien secures

Indebtedness permitted by Section 7.1(c), (ii) such Lien attaches to such asset concurrently or within 90 days after the acquisition, improvement or completion of the construction thereof; (iii) such Lien does not extend to any other asset; and (iv) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets;

(c) extensions, renewals, or replacements of any Lien referred to in paragraphs (a) and (b) of this Section 7.2; provided, that the principal amount of the Indebtedness secured thereby is not increased and that any such extension, renewal or replacement is limited to the assets originally encumbered thereby;

(d) Liens existing on property of a Restricted Subsidiary or other property acquired by the Borrower or any of its Restricted Subsidiaries at the time of its acquisition after the Closing Date pursuant to a Permitted Acquisition or other Investment permitted hereunder; provided that (i) such Lien was not created in contemplation of such acquisition, (ii) such Lien does not extend to or cover any other assets or property other than the property and assets of such Restricted Subsidiary at the time of the acquisition (and after acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), and (iii) the Indebtedness secured thereby is permitted under Section 7.1(f); and

(e) (i) Liens on Collateral secured on a *pari passu* basis with the Liens securing the Obligations, so long as such Liens secure Indebtedness permitted pursuant to Sections 7.1(f)(i)(A), 7.1(k)(ii)(A) or 7.1(s) and/or (ii) Liens on Collateral secured on a junior basis with the Liens securing the Obligations, so long as such Liens secured Indebtedness permitted pursuant to Sections 7.1(f)(i)(B), 7.1(k)(ii)(B) or 7.1(s); provided that, in the case of Liens in connection with any debt assumed pursuant to Section 7.1(f)(i)(A) or 7.1(f)(i)(B), such Liens and the Indebtedness secured by such Liens shall not have been incurred or created in connection with or in contemplation of such acquisition Each Lender agrees that the Liens permitted under clause (e) above which secure Indebtedness permitted to be incurred under Section 7.1(k) may be *pari passu* with Liens securing the Secured Obligations pursuant to intercreditor arrangements reasonably satisfactory to Administrative Agent;

(f) Liens with respect to property or assets of the Borrower or any Restricted Subsidiary securing obligations in an aggregate principal amount outstanding that, immediately after giving effect to the creation of such Liens, would not exceed the greater of (x) $45,000,000 and (y) 12.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period; and

(g) Liens securing Indebtedness incurred pursuant to Section 7.1(q).

Notwithstanding the foregoing or anything else to the contrary herein, the Borrower will not, and will not permit any of its Restricted Subsidiaries to (A) grant a Lien in favor of any Person on any Real Estate (other than any Liens granted to secure all of the Secured Obligations and other than Liens described in clauses (b) or (e) of the definition of "Permitted Liens") or (B) enter into, assume or otherwise be bound by any Negative Pledge except for a Negative Pledge contained in an agreement relating to the sale of a Restricted Subsidiary that owns Real Estate or the sale of specific Real Estate pending such sale; provided that in any such case the Negative Pledge applies only to the Restricted Subsidiary or the Real Estate that are the subject of such sale. In the event that any Lien meets the criteria of more than one of the categories of any Lien permitted above, the Borrower may classify such Lien in any manner that complies with this covenant and may from time to time reclassify such items of in whole or in part as a Lien in any manner that would comply with any of the categories of this covenant at the time of such reclassification.

Section 7.3. **Fundamental Changes; Permitted Acquisitions**.

(a) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, merge into or

consolidate into any other Person, or permit any other Person to merge into or consolidate with it (except, in either case, as may be permitted by clause (b) immediately below), or sell, lease, transfer or otherwise dispose of (in a single transaction or a series of transactions) all or substantially all of its assets (in each case, whether now owned or hereafter acquired) or all or substantially all of the stock of any of its Restricted Subsidiaries (in each case, whether now owned or hereafter acquired) or liquidate or dissolve; provided, that if at the time thereof and immediately after giving effect thereto on a pro forma basis, no Default or Event of Default shall have occurred and be continuing (i) a Restricted Subsidiary of the Borrower may merge with and into the Borrower or another Restricted Subsidiary; provided, that, (A) in the case of a merger involving the Borrower, the Borrower shall be the survivor of such merger and (B) in the case of a merger involving a Loan Party, a Loan Party shall be the survivor of such merger, (ii) a Restricted Subsidiary of the Borrower may merge with and into an Unrestricted Subsidiary so long as the Restricted Subsidiary is the surviving Person, (iii) a Restricted Subsidiary of the Borrower may sell, transfer, lease or otherwise dispose of all or substantially all of its assets to a Loan Party, and (iv) a Restricted Subsidiary of the Borrower may liquidate or dissolve in accordance with Applicable Law if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the Borrower and its Restricted Subsidiaries and will not adversely affect the Borrower's ability to perform its obligations under this Agreement.

(b) No Loan Party will make or otherwise permit to be consummated an Acquisition unless each of the following conditions shall have been satisfied or waived by the Requisite Lenders (each such Acquisition, to the extent each of the following conditions shall have been satisfied or waived by the Requisite Lenders, a "Permitted Acquisition"), which in the case of a Limited Conditionality Acquisition shall be subject to Section 1.5:

(i) any Person or assets or division as acquired in accordance herewith shall be in same business or lines of business in which the Borrower and/or its Restricted Subsidiaries are engaged as of the Closing Date or similar, related, ancillary or complementary businesses, and which business would not subject the Administrative Agent or any Lender to regulatory or third party approvals in connection with the exercise of its rights and remedies under this Agreement or any other Loan Documents other than approvals applicable to the exercise of such rights and remedies with respect to the Loan Parties prior to such Permitted Acquisition;

(ii) the Borrower shall have delivered to Administrative Agent, at least 10 Business Days (or such shorter period agreed to by the Administrative Agent) prior to such proposed acquisition, (A) a Compliance Certificate demonstrating that, after giving effect to the proposed Permitted Acquisition and the Incurrence of any Indebtedness in connection therewith on a Pro Forma Basis, the Borrower would be permitted to incur at least $1.00 of Indebtedness pursuant to Section 7.1(k) and (B) all other relevant financial information with respect to such acquired assets, including the aggregate consideration for such acquisition and any other information required to demonstrate compliance with the foregoing clause (A);

(iii) in the case of the purchase or other acquisition of Equity Interests, the requisite percentage of Equity Interests (except for any such securities in the nature of directors' qualifying shares required pursuant to Applicable Law) acquired or otherwise issued by such Person or any newly formed Restricted Subsidiary of the Borrower in connection with such acquisition shall be pledged by the applicable Loan Party to the Administrative Agent to the extent required by Section 5.12, and the Borrower shall have taken, or caused to be taken, promptly, each of the other actions set forth in Section 5.12;

(iv) the purchase is consummated pursuant to a negotiated acquisition agreement on a non-hostile basis and approved by the Permitted Acquisition Target's board of directors or comparable governing body (and shareholders, if necessary) prior to the consummation of the Permitted Acquisition;

(v) the business and assets acquired in such Permitted Acquisition shall be free and clear of all Liens (other than Liens permitted by Section 7.2);

(vi) with respect to any transaction or series of related transactions involving Acquisition

Consideration of more than $100,000,000, at least 10 Business Days (or such shorter period agreed to by the Administrative Agent) prior to such proposed acquisition, the Borrower shall have delivered to Administrative Agent (i) written notice of such proposed Permitted Acquisition, which notice shall include a reasonably detailed description of such proposed Permitted Acquisition, (ii) a copy of the purchase agreement related to the proposed Permitted Acquisition (and any related documents reasonably requested by Administrative Agent) and (iii) to the extent available, quarterly and annual financial statements of the Person whose Equity Interests or assets are being acquired for the twelve (12) month period immediately prior to such proposed Permitted Acquisition, including any audited financial statements for such period that are available; and

(vii) at the time of such Permitted Acquisition and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing.

Notwithstanding anything to the contrary herein, the Acquisition of a Person that is designated as an Unrestricted Subsidiary substantially concurrently with such Acquisition shall not be a Permitted Acquisition but instead shall be an Investment that is otherwise subject to Section 7.4.

(c) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than businesses of the type conducted by the Borrower and its Restricted Subsidiaries on the Closing Date and businesses reasonably related, ancillary or complementary thereto.

Section 7.4. **Investments, Loans, Etc**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, purchase, hold or acquire (including pursuant to any merger with any Person that was not a wholly-owned Restricted Subsidiary prior to such merger), any Equity Interests, evidence of indebtedness or other securities (including any option, warrant, or other right to acquire any of the foregoing) of, make any loans or advances to, or make any investment or any other interest in, any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) any assets of any other Person that constitute a business unit or division of such another Person, or purchase or acquire all or substantially all of the assets of another Person, or create or form any Restricted Subsidiary (all of the foregoing being collectively called "Investments") other than Investments constituting Permitted Acquisitions (including, for the avoidance of doubt, the Taurus Acquisition); provided, that:

(a) the Borrower and its Restricted Subsidiaries may make and hold Permitted Investments;

(b) (i) the Borrower and its Restricted Subsidiaries may hold the Investments existing on the Fourth Amendment Closing Date and set forth on Schedule 7.4 and (ii) any Loan Party may make Investments in any other Loan Party:

(c) any Investments of a Person in existence at the time such Person becomes a Restricted Subsidiary of the Borrower may be held by such Restricted Subsidiary; provided that such Investments were not made in connection with or anticipation of such Person becoming a Restricted Subsidiary of the Borrower;

(d) the Borrower and its Restricted Subsidiaries may hold Investments constituting non-cash proceeds received in connection with a sale or other disposition of assets to the extent permitted by Section 7.6 or in connection with the settlement of obligations owing to it by financially troubled debtors;

(e) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower and its Restricted Subsidiaries may make Investments (and, thereafter, may hold such Investments) in an aggregate amount not to exceed the greater of (x) $120,000,000 and (y) 33.0% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(f) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, and the Total Net Leverage Ratio does not exceed 4.00 to 1.00 immediately prior and after giving effect thereto on a Pro Forma Basis for the then most recently ended Test Period, the Borrower and its Restricted Subsidiaries may make additional Investments (and thereafter hold such Investments). Prior to consummating an Investment pursuant to this clause (f), the Borrower shall deliver to the Administrative Agent a Compliance Certificate setting forth in reasonable detail the calculations of the Total Net Leverage Ratio and executed by a Responsible Officer of the Borrower certifying the requirements of this clause (f) have been met;

(g) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Borrower and its Restricted Subsidiaries may make (i) loans or advances to employees, officers or directors of the Borrower or any of its Restricted Subsidiaries in the ordinary course of business for travel, entertainment, relocation and related expenses in an aggregate amount not to exceed $15,000,000 at any time and (ii) Investments consisting of deposits, expense prepayments, accounts receivable arising, trade debt granted and other credits extended to customers and similar Persons in the ordinary course of business;

(h) a Restricted Subsidiary of the Borrower may be established or created (but not capitalized unless otherwise permitted under this Section 7.4) so long as, to the extent applicable, the Borrower and such Restricted Subsidiary comply with the provisions of Section 5.12;

(i) without duplication of any other clause of this Section 7.4, so long as the Available Amount Conditions are satisfied at the time of such Investment, the Borrower and its Restricted Subsidiaries may make Investments in an amount not to exceed the Available Amount;

(j) [reserved];

(k) Investments by the Borrower or any Restricted Subsidiary in the Borrower or any Restricted Subsidiary; provided, however that the aggregate amount of Investments pursuant to this clause (k) in Restricted Subsidiaries that are not Subsidiary Loan Parties shall not exceed at any time the greater of (x) $25,000,000 and (y) 7.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period;

(l) Investments arising as a result of Hedge Agreements permitted pursuant to Section 7.10;

(m) Investments in joint ventures in an aggregate amount not to exceed at any time the greater of (x) $25,000,000 and (y) 7.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period; and

(n) Investments in Unrestricted Subsidiaries in an aggregate amount not to exceed at any time the greater of (x) $25,000,000 and (y) 7.5% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period.

Section 7.5. **Restricted Payments**. The Borrower will not, and will not permit its Restricted Subsidiaries to, directly or indirectly (i) declare or make, or agree to pay or make, any dividend (other than dividends payable by the Borrower solely in shares of any class of its common stock (other than Disqualified Equity Interests)) on any class of its Equity Interests, (ii) make any payment on account of, or set apart assets for a sinking or other analogous fund for, the purchase, redemption, retirement, or other acquisition of, any Equity Interests of the Borrower or any Restricted Subsidiary or any options, warrants, or other rights to purchase such Equity Interests, whether now or hereafter outstanding or (iii) make any prepayment of principal of, or voluntary payment into a sinking fund for the retirement of, or any defeasance, purchase or other acquisition for value of any Junior Debt of the Borrower or its Restricted Subsidiaries (each of the foregoing, a "Restricted Payment"); provided, that:

(a) Restricted Subsidiaries of the Borrower may in any event declare and pay cash and other dividends to the Borrower or another Loan Party;

(b) (1) prior to the consummation of the Taurus Acquisition and funding of the Taurus Term Loan Facility:

(i) the Borrower and its Subsidiaries may make Restricted Payments after the Closing Date in an aggregate amount not to exceed $25,000,000 minus any amount that has been utilized under Section 7.4(k); and

(ii) the Borrower and its Subsidiaries may make additional Restricted Payments if, as of the date of such proposed Restricted Payment and immediately after giving effect thereto on a Pro Forma Basis for the Test Period, the Senior Secured Net Leverage Ratio does not exceed 2.00 to 1.00 and the Borrower delivers to the Administrative Agent a Compliance Certificate setting forth in reasonable detail the calculations of the Senior Secured Net Leverage Ratio and executed by a Responsible Officer of the Borrower certifying the requirements of this clause (b)(1)(ii) have been met; and

(2) upon and following the consummation of the Taurus Acquisition and funding of the Taurus Term Loan Facility:

(i) the Borrower and its Restricted Subsidiaries may make Restricted Payments in an aggregate amount not to exceed at any time the greater of (x) $95,00,000 and 25% of Consolidated EBITDA calculated on a Pro Forma Basis for the then most recently ended Test Period; and

(ii) so long as no Event of Default has occurred and is continuing or would result therefrom, the Borrower and its Restricted Subsidiaries may make additional Restricted Payments if, as of the date of such proposed Restricted Payment and immediately after giving effect thereto on a Pro Forma Basis for the Test Period, the Total Net Leverage Ratio does not exceed 3.25 to 1.00 and the Borrower delivers to the Administrative Agent a Compliance Certificate setting forth in reasonable detail the calculations of the Total Net Leverage Ratio and executed by a Responsible Officer of the Borrower certifying the requirements of this clause (b)(2)(ii) have been met;

(c) Restricted Payments the proceeds of which are used to purchase or redeem the Equity Interests of the Borrower (including related stock appreciation rights or similar securities) held by then present or former directors, consultants, officers or employees of the Borrower; provided, that the aggregate amount of such purchases or redemptions under this clause (c) shall not exceed $5,000,000 in any Fiscal Year; provided that any such unused amounts in any Fiscal Year may be carried forward to the subsequent Fiscal Year (but not to any further subsequent Fiscal Years);

(d) so long as the Available Amount Conditions are satisfied at the time of the making of a Restricted Payment, the Borrower and its Restricted Subsidiaries may make Restricted Payments in an amount not to exceed the Available Amount; and

(e) Restricted Payments in the form of regular dividend payments on the Borrower's common stock in an amount not to exceed $50,000,000 in any Fiscal Year; provided that any such unused amounts in any Fiscal Year may be carried forward to subsequent Fiscal Years in an aggregate amount not to exceed 25% of the cumulative amount permitted pursuant to this clause (e) (for the avoidance of doubt, prior to giving effect to this proviso).

Section 7.6. **Sale of Assets**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, convey, sell, lease, assign, transfer or otherwise dispose of, any of its assets, business or property, whether now owned or hereafter acquired, or, in the case of any Restricted Subsidiary of the Borrower, issue or sell any shares of such Restricted Subsidiary's Equity Interests to any Person other than the Borrower or any

wholly-owned Subsidiary of the Borrower (or to qualify directors if required by Applicable Law), except:

(a) the sale or other disposition for fair market value of obsolete or worn out property or other property not necessary for operations disposed of in the ordinary course of business;

(b) the sale or other disposition of products, services, receivables and Permitted Investments or constituting the licensing or sub-licensing of intellectual property or other general intangibles and licenses, sub-licenses, leases or subleases of other property, so long as (i) in each of the foregoing cases, such transaction is in the ordinary course of business and consistent with past practice and (ii) in the case of licenses, sub-licenses, leases and subleases of property or assets, such transactions do not interfere in any material respect with the business of the Borrower and/or its Restricted Subsidiaries;

(c) so long as no Default or Event of Default then exists or would result therefrom and the Borrower complies with Section 2.12(c), the sale or other disposition of assets in connection with Sale/Leaseback Transactions permitted under Section 7.9;

(d) the Borrower and its Restricted Subsidiaries may grant leases or subleases to other Persons of excess office or other space so long as such lease or sublease (x) does not materially interfere with the conduct of the business of the Borrower or any Restricted Subsidiary and (y) is on fair and reasonable terms and conditions;

(e) so long as no Default or Event of Default then exists or would result therefrom and the Borrower complies with Section 2.12(c), the sale or other disposition of radio assets or the Equity Interests of a Restricted Subsidiary, the assets of which are substantially all radio assets;

(f) so long as the Borrower complies with Section 2.12(d), the sale or other disposition of any asset in connection with an Event of Loss;

(g) the concurrent exchange of a television broadcast station or radio station or of long-term Station operating assets or cash or of any digital business (including the Equity Interests of a Person which owns long-term Station operating assets or digital business assets), for which a Loan Party receives cash, Permitted Investments or Station operating assets or digital business operating assets at least equal to the fair market value of the assets so exchanged as determined by the Borrower in good faith (except that the Loan Parties may only receive (I) radio station assets (and cash) in exchange for radio station assets (and cash) or digital business operating assets (and cash) owned by a Loan Party and (II) television broadcast assets (and cash) in exchange for digital business operating assets (and cash), radio station assets (and cash) or television broadcast assets (and cash) owned by a Loan Party); provided that (v) no Default or Event of Default then exists or would result therefrom, (w) the aggregate amount of all cash and Permitted Investments received by a Loan Party in connection with such asset exchanges shall not exceed thirty-five percent (35%) of the aggregate consideration for such asset exchange, (x) the aggregate amount of all cash and Permitted Investments paid by a Loan Party in connection with such asset exchange shall not exceed thirty-five percent (35%) of the aggregate amount paid or transferred by a Loan Party in connection with such asset exchange, (y) any cash or Permitted Investments that are received by a Loan Party in connection with any asset exchange pursuant to this Section 7.6(g) shall be applied pursuant to Section 2.12(c), and (z) at least five (5) Business Days prior to the completion of such exchange, the Borrower shall provide to the Administrative Agent (in each case in form and substance reasonably satisfactory to the Administrative Agent):

(i) a written notification of such exchange describing the assets to be exchanged and the proposed closing date of the exchange;

(ii) at the request of the Administrative Agent (in its sole discretion), a certificate,

executed by an Responsible Officer of the Borrower, (1) certifying that the property or other consideration received by the Loan Parties is at least equal to the fair market value of the assets so exchanged, (2) attaching financial calculations specifically demonstrating the Borrower's compliance with the Financial Covenant (as determined and adjusted pursuant to Section 6.3) after giving effect to such exchange (regardless of whether the Financial Covenant is then required to be tested at the time of such exchange) and (3) certifying that no Default or Event of Default exists or would be caused by such exchange; and

(iii) such other additional financial information as the Administrative Agent shall reasonably request;

(h) Dispositions of property or assets by the Borrower and/or any Restricted Subsidiary (including Sale/Leaseback Transactions permitted pursuant to Section 7.9), so long as (i) such Disposition is for fair market value (as determined in good faith by the Borrower), (ii) at least 75% of the proceeds of such Disposition (except to Loan Parties) consist of cash or Permitted Investments; provided that for purposes of this clause (ii), any Designated Non-Cash Consideration received by the Borrower or any of its Subsidiaries in such Disposition shall be deemed to be cash, so long as the aggregate amount of such Designated Non-Cash Consideration has an aggregate fair market value (as determined in good faith by the Borrower), taken together with all other Designated Non-Cash Consideration received pursuant to this clause (h) and clause (i) below at any time, not to exceed the greater of (x) $100,000,000 and (y) 2.0% of Consolidated Total Assets as of the end of the then most recently ended Test period and (iii) both immediately prior to and immediately after giving effect to any such sale or other Disposition, no Event of Default shall have occurred;

(i) the sale or other disposition of a television broadcast station or of long-term Station operating assets or of any digital business (including the Equity Interests of a Person which owns television broadcast station or long-term Station operating assets or digital business assets) if the proceeds of such sale or other disposition are used within one year of such sale or other disposition to purchase other television broadcast station or of long-term television Station operating assets (including the Equity Interests of a Person which owns television broadcast station or long-term television Station operating assets); so long as (i) such Disposition is for fair market value (as determined in good faith by the Borrower), (ii) at least 75% of the proceeds of such Disposition (except to Loan Parties) consist of cash or Permitted Investments; provided that for purposes of this clause (ii), any Designated Non-Cash Consideration received by the Borrower or any of its Subsidiaries in such Disposition shall be deemed to be cash, so long as the aggregate amount of such Designated Non-Cash Consideration has an aggregate fair market value (as determined in good faith by the Borrower), taken together with all other Designated Non-Cash Consideration received pursuant to this clause (i) and clause (h) above at any time, not to exceed the greater of (x) $100,000,000 and (y) 2.0% of Consolidated Total Assets as of the end of the then most recently ended Test period, (iii) both immediately prior to and immediately after giving effect to any such sale or other Disposition, no Event of Default shall have occurred and (iv) at least five (5) Business Days prior to the completion of such sale of disposition, the Borrower shall provide to the Administrative Agent (in each case in form and substance reasonably satisfactory to the Administrative Agent):

(i) a written notification of such sale or other disposition describing the assets to be sold or disposed of and the proposed closing date thereof; and

(ii) at the request of the Administrative Agent (in its sole discretion), such other additional information as the Administrative Agent shall reasonably request;

(j) so long as the Borrower complies with Section 2.12(c), sales or dispositions of equipment, spectrum usage rights, broadcast licenses or related assets, in each case in connection with any spectrum reallocation resulting from the FCC's incentive auction of TV broadcast spectrum pursuant to 47 U.S.C. §1452(b)(4)(A); and

(k) Dispositions of property or assets by the Borrower and/or any Restricted Subsidiary, so long as the aggregate fair market value of such Dispositions in any Fiscal Year does not exceed $50,000,000.

Section 7.7. **Transactions with Affiliates**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, sell, lease or otherwise transfer any property or assets to, or purchase, lease or otherwise acquire any property or assets from, or otherwise engage in any other transactions with, any of their Affiliates, except (a) in the ordinary course of business at prices and on terms and conditions not less favorable to the Borrower or such Restricted Subsidiary than could be obtained on a comparable arm's-length basis from unrelated third parties and (b) any Restricted Payment permitted by Section 7.5; provided however, this Section 7.7 shall not be deemed to prohibit any of the transactions or relationships with Affiliates contemplated by the agreements listed on Schedule 7.7.

Section 7.8. **Restrictive Agreements**. The Borrower will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Restricted Subsidiary to create, incur or permit any Lien upon any of its assets or properties, whether now owned or hereafter acquired, or (b) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to its Equity Interests, to make or repay loans or advances to the Borrower or any other Restricted Subsidiary, to Guarantee Indebtedness of the Borrower or any other Restricted Subsidiary or to transfer any of its property or assets to the Borrower or any Restricted Subsidiary of the Borrower; provided, that the foregoing shall not apply to prohibitions, restrictions and conditions (i) imposed by law or by this Agreement or any other Loan Document, (ii) customary prohibitions, restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary pending such sale; provided such prohibitions, restrictions and conditions apply only to the Restricted Subsidiary that is sold and such sale is permitted hereunder, (iii) in respect of clause (a) only, imposed by any agreement relating to Indebtedness permitted by this Agreement (A) if, in the case of secured Indebtedness, such prohibitions, restrictions and conditions apply only to the property or assets securing such Indebtedness or (B) such Indebtedness is permitted under Section 7.1(e), 7.1(f), 7.1(k), 7.1(l) or 7.1(m), (iv) in respect of clause (a) only, that are customary provisions in leases and other contracts restricting the assignment thereof; and (v) contained in any agreement in effect at the time a Person becomes a Restricted Subsidiary pursuant to a Permitted Acquisition, so long as such agreement (1) was not entered into solely in contemplation of such Person becoming a Restricted Subsidiary, (2) applies only to such Person and (3) does not extend to any other Loan Party. Nothing contained in this Section 7.8 shall be deemed to modify or supersede any term contained in the last paragraph of Section 7.2; it being understood that such paragraph is an independent obligation of the Borrower and is in addition to this Section.

Section 7.9. **Sale and Leaseback Transactions**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any Property used or useful in its business, whether now owned or hereinafter acquired, and thereafter rent or lease such Property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred (each, a "Sale/Leaseback Transaction"), except for (a) any Sale/Leaseback Transaction of fixed or capital assets acquired or constructed by the Borrower or any Restricted Subsidiary after the Closing Date that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 120 days after the Borrower or such Restricted Subsidiary acquires or completes the construction of such fixed or capital asset so long as the Borrower applies the proceeds of such Sale/Leaseback Transaction as required in accordance with Section 2.12(c), and (b) other Sale/Leaseback Transactions if at the time such Sale/Leaseback Transaction is entered into (i) no Default or Event of Default has occurred and is continuing, (ii) the aggregate transaction amount of all Sale/Leaseback Transactions outstanding at such time does not exceed $40,000,000, and (iii) the Borrower applies such proceeds as required in accordance with Section 2.12(c).

Section 7.10. **Business of the Borrower and its Restricted Subsidiaries**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, engage at any time in any material respect in any business or business activity substantially different from any business or business activity conducted by the Borrower and/or any

Restricted Subsidiary as of the Fourth Amendment Closing Date, provided that any businesses, services or activities that are related, complementary, incidental, ancillary or similar to any of the foregoing or are reasonable extensions or developments thereof shall not be deemed to be substantially different.

Section 7.11. **[Reserved].**

Section 7.12. **Accounting Changes**. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, make any significant change in accounting treatment or reporting practices, except as required or, so long as the Borrower complies with the requirements set forth in Section 5.1(d), permitted by GAAP, or change the fiscal year of the Borrower or of any of its Restricted Subsidiaries, except to change the fiscal year to conform its fiscal year to that of the Borrower.

Section 7.13. **[Reserved]**.

Section 7.14. **[Reserved]**.

Section 7.15. **Waivers and Amendments**. The Borrower shall not, and shall not permit any Restricted Subsidiary to enter into any amendment of, or agree to or accept any waiver with respect to, its Organizational Documents which would be materially adverse to the Lenders. Further, the Borrower shall not, and shall not permit any Restricted Subsidiary to, amend or modify, or agree to or accept any waiver with respect to, any of the terms of any Junior Debt of the Borrower or any Restricted Subsidiary other than amendments, modifications or waivers, which, together with any prior amendments, modifications or waivers, would not have a Material Adverse Effect.

Section 7.16. **Bank Accounts**. Without in any way limiting the requirements of Section 5.11, the Borrower will not, and will not permit any Subsidiary Loan Party to, directly or indirectly, open, maintain or otherwise have any checking, savings, deposit, securities or other accounts at any lender or other financial institution where cash or cash equivalents are or may be deposited or maintained with any Person, other than (x) Collateral Related Accounts subject to Blocked Account Agreements in accordance with Section 5.11 and (y) the Excluded Account; provided that the Borrower and the Subsidiary Loan Parties may open and maintain petty cash accounts, trust accounts, payroll accounts and employee benefit accounts so long as the cash and cash equivalents held or maintained in such petty cash accounts, trust accounts, payroll accounts and employee benefit accounts does not at any time exceed (i) $500,000 in any single such account and (ii) $2,500,000 in the aggregate for all such accounts; provided, further, that the cash and/or cash equivalents deposited or maintained in the Excluded Account shall not at any time exceed $5,000,000 in the aggregate. Notwithstanding the foregoing, the Borrower shall not be obligated to subject the Restricted Cash Deposit Account to a Blocked Account Agreement.

ARTICLE VIII EVENTS OF DEFAULT

Section 8.1. **Events of Default**. If any of the following events (each an "Event of Default") shall occur:

(a) the Borrower or any other Loan Party shall fail to pay any principal of any Loan or of any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment or otherwise (including for the avoidance of doubt, failure to consummate a Cordillera Special Mandatory Prepayment and/or Taurus Special Mandatory Prepayment in accordance with the terms of Section 2.12(a)); or

(b) the Borrower or any other Loan Party shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount payable under clause (a) of this Section 8.1) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five (5) Business Days; or

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party

in writing in or in connection with this Agreement, any other Loan Document (including the Schedules attached to any of the foregoing) and any amendments or modifications hereof or waivers hereunder, or in any certificate, report, financial statement or other document submitted to the Administrative Agent or the Lenders by any Loan Party or any representative of a Loan Party pursuant to or in connection with this Agreement or any other Loan Document shall prove to be incorrect in any material respect when made or deemed made or submitted; or

(d) the Borrower shall fail to observe or perform any covenant or agreement contained in Section 5.1, Section 5.2, Section 5.3, (with respect to the Borrower's or its Restricted Subsidiaries' existence), Section 5.5, Section 5.7, Section 5.8, Section 5.9, Section 5.11, Section 5.12, Section 5.14, or Articles VI or VII; provided that any Event of Default under the Financial Covenant shall not constitute an Event of Default with respect to the Term Loans, if any, unless the Revolving Loans have been accelerated and the Revolving Commitments have been terminated pursuant to Section 8.2; or

(e) any Loan Party shall fail to observe or perform any covenant or agreement contained in this Agreement (other than those referred to in clauses (a), (b) and (d) above) or any other Loan Document, and such failure shall remain unremedied for 30 days after the earlier of (i) any Responsible Officer of the Borrower or any Restricted Subsidiary of the Borrower becomes aware of such failure, or (ii) notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender; or

(f) except pursuant to a valid, binding and enforceable termination or release permitted under the Loan Documents and executed by the Administrative Agent or as otherwise expressly permitted under any Loan Document, in the reasonable judgment of the Administrative Agent (i) any provision of any Loan Document shall, at any time after the delivery of such Loan Document, fail to be valid and binding on, or enforceable against, the Loan Party party thereto, (ii) any Loan Party shall seek to terminate any Loan Document, including, without limitation, any Security Document, (iii) any Loan Document purporting to grant a Lien to secure any Obligation shall, at any time after the delivery of such Loan Document, fail to create or maintain a valid and enforceable Lien on the Collateral purported to be covered thereby or such Lien shall fail or cease to be a perfected Lien with the priority required in the relevant Loan Document with respect to the Collateral or (iv) any Loan Party shall state in writing that any of the events described in clauses (i), (ii) or (iii) above shall have occurred; or

(g) the Borrower or any Restricted Subsidiary (whether as primary obligor or as guarantor or other surety) shall fail to pay any principal of, or premium or interest on, any Material Indebtedness that is outstanding, when and as the same shall become due and payable (whether at scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument evidencing or governing such Indebtedness; or any other event shall occur or condition shall exist under any agreement or instrument relating to such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such Indebtedness; or any such Indebtedness shall be declared to be due and payable, or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or any offer to prepay, redeem, purchase or defease such Indebtedness shall be required to be made, in each case prior to the stated maturity thereof; or

(h) the Borrower or any Restricted Material Subsidiary shall (i) commence a voluntary case or other proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a custodian, trustee, receiver, liquidator or other similar official of it or any substantial part of its property, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (i) of this Section 8.1, (iii) apply for or consent to the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any such Restricted Material Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations

of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take any action for the purpose of effecting any of the foregoing; or

(i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any Restricted Material Subsidiary or its debts, or any substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency or other similar law now or hereafter in effect or (ii) the appointment of a custodian, trustee, receiver, liquidator or other similar official for the Borrower or any Restricted Material Subsidiary or for a substantial part of its assets, and in any such case, such proceeding or petition shall remain undismissed for a period of 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or

(j) the Borrower or any Restricted Material Subsidiary shall become unable to pay, shall admit in writing its inability to pay, or shall fail to pay, its debts as they become due; or

(k) the Borrower or any Restricted Subsidiary shall receive or have been issued notice of the termination for default or the actual termination for default of any Material Contract which termination could reasonably be expected to have a Material Adverse Effect; or

(l) an ERISA Event shall have occurred that, when taken together with other ERISA Events that have occurred, could reasonably be expected to result in a Material Adverse Effect; or

(m) any judgment or order for the payment of money in excess of $50,000,000 in the aggregate shall be rendered against the Borrower or any Restricted Subsidiary, and either (i) enforcement proceedings which are not subject to a valid stay shall have been commenced by any creditor upon such judgment or order or (ii) there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(n) any non-monetary judgment or order shall be rendered against the Borrower or any Restricted Subsidiary that could reasonably be expected to have a Material Adverse Effect, and there shall be a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(o) a Change in Control shall occur or exist; or

(p) (i) the Borrower or any Restricted Subsidiary shall be enjoined, restrained or in any way prevented by the order of any Governmental Authority from conducting any material part of the business of the Borrower or such Restricted Subsidiary and such order shall continue in effect for more than thirty (30) days or (ii) any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy or terrorism, or other casualty, which in any such case causes, for more than fifteen (15) consecutive days, the cessation or substantial curtailment of revenue producing activities of the Borrower or such Restricted Subsidiary if, as to any of the foregoing, such event or circumstance is not covered by business interruption insurance and would have a Material Adverse Effect; or

(q) the loss, suspension, termination or revocation of, or failure to renew, any License now held or hereafter acquired by the Borrower or any Restricted Subsidiary, or any other action shall be taken by any Governmental Authority in response to any alleged failure by the Borrower or such Restricted Subsidiary to be in compliance with Applicable Law if such loss, suspension, termination or revocation or failure to renew or other action, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 8.2. **Remedies**. If an Event of Default shall have occurred and shall be continuing, in addition to the rights and remedies set forth elsewhere in this Agreement, the other Loan Documents:

(a) With the exception of an Event of Default specified in Section 8.1(h) or Section 8.1(i), the Administrative Agent may in its discretion (unless otherwise instructed by the Required Lenders) or shall at the direction of the Required Lenders (or, in the case of any Event of Default under Section 8.1(d) arising from a breach of the Financial Covenant, the Majority Revolving Credit Lenders), (i) terminate the Commitments and the LC Commitment, or (ii) declare the principal of and interest on the Loans and all other Obligations to be forthwith due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything in this Agreement or in any other Loan Document to the contrary notwithstanding, or both.

(b) Upon the occurrence and continuance of an Event of Default specified in Section 8.1(h) or Section 8.1(i), such principal, interest, and other Obligations shall thereupon and concurrently therewith become due and payable, and the Commitments and the LC Commitment, shall forthwith terminate, all without any action by the Administrative Agent, the Issuing Bank or any Lender, without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or in any other Loan Document to the contrary notwithstanding.

(c) The Administrative Agent may in its discretion (unless otherwise instructed by the Required Lenders) or shall at the direction of the Required Lenders exercise all of the post-default rights granted to the Administrative Agent, the Issuing Bank and the Lenders, or any of them, under the Loan Documents or under Applicable Law. The Administrative Agent, for the benefit of the Issuing Bank and the Lenders, shall have the right to the appointment of a receiver for the Property of the Loan Parties, and the Borrower hereby consents to such rights and such appointment and hereby waives any objection the Borrower may have thereto or the right to have a bond or other security posted by the Administrative Agent, the Issuing Bank or any Lender, or any of them, in connection therewith.

(d) In regard to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of any acceleration of the Obligations pursuant to the provisions of this Section 8.2 or, upon the request of the Administrative Agent or the Required Lenders, after the occurrence of an Event of Default and prior to acceleration, the Borrower shall promptly upon demand by the Administrative Agent (or, in the case of an Event of Default under Section 8.1(h) or (i), automatically without demand be required to) deposit in a Letter of Credit Reserve Account opened by the Administrative Agent for the benefit of the Administrative Agent, the Issuing Bank and the Lenders an amount equal to the Minimum Collateral Amount. Amounts held in such Letter of Credit Reserve Account shall be applied by the Administrative Agent to the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other Secured Obligations in the manner set forth in Section 2.27. Pending the application of such deposit to reimbursement of an LC Disbursement, the Administrative Agent shall, to the extent reasonably practicable, invest such deposit in an interest bearing open account or similar available savings deposit account and all interest accrued thereon shall be held with such deposit as additional security for the Secured Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, all LC Disbursements shall have been reimbursed and otherwise satisfied, and all other Secured Obligations shall have been paid in full, the balance, if any, in such Letter of Credit Reserve Account shall be returned to the Borrower. Except as expressly provided hereinabove, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

(e) The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder shall be cumulative, and not exclusive.

ARTICLE IX

THE ADMINISTRATIVE AGENT

Section 9.1. **Appointment and Authority of Administrative Agent**.

(a) Without limiting Section 9.16, each of the Lenders and the Issuing Bank hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Bank, and neither the Borrower nor any Subsidiary shall have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any Applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

(b) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (including in its capacity as a potential Hedge Bank or Cash Management Bank) and the Issuing Bank hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and the Issuing Bank for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Secured Obligations, together with such powers and discretion as are reasonably incidental thereto (including, without limitation, to enter into additional Loan Documents or supplements to existing Loan Documents on behalf of the Secured Parties). In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to this Article IX for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of Articles IX and X (including Section 10.3, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto.

Section 9.2. **Rights as a Lender**. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 9.3. **Exculpatory Provisions**.

(a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder and thereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law, including for the avoidance of doubt any action that

may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law;

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Subsidiaries or Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 10.2 and Section 8.2) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Administrative Agent by the Borrower, a Lender or the Issuing Bank.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or the creation, perfection or priority of any Lien purported to be created by the Loan Documents or the value or sufficiency of any Collateral or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. The Administrative Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

Section 9.4. **Reliance by the Administrative Agent**. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 9.5. **Delegation of Duties**. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facility established hereby as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for

the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

Section 9.6. **Resignation of Administrative Agent**.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Bank, appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to the Borrower and such Person, remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable), (1) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Bank under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the Issuing Bank directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.3 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

(d) Any resignation by, or removal of, Wells Fargo as Administrative Agent pursuant to this Section shall also constitute its resignation as Issuing Bank and Swingline Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank and Swingline Lender, (b) the retiring Issuing Bank and Swingline Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor Issuing Bank shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangement satisfactory to the retiring Issuing Bank to effectively assume the obligations of the retiring Issuing Bank with respect to such Letters of Credit.

Section 9.7. **Non-Reliance on Administrative Agent and Other Lenders**. Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing

Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.8. **Collateral**. The Administrative Agent is hereby authorized to hold all Collateral pledged pursuant to any Loan Document and to act on behalf of the Secured Parties, in its own capacity and through other agents appointed by it, under the Security Documents; provided, that the Administrative Agent shall not agree to the release of any Collateral except in accordance with the terms of this Agreement and the Security Documents (it being understood that the Administrative Agent shall be entitled to rely on a certificate of a Responsible Officer of the Borrower, without independent investigation, as to whether any release of Collateral is in accordance with this Agreement and the Security Documents). The Lenders acknowledge that the Loans, the LC Exposure, all other Secured Obligations and all interest, fees and expenses hereunder constitute one Indebtedness, secured by all of the Collateral. The Administrative Agent hereby appoints each Lender, the Swingline Lender, and the Issuing Bank as its agent (and each Lender, the Swingline Lender, and the Issuing Bank hereby accepts such appointment) for the purpose of perfecting the Administrative Agent's Liens in assets which, in accordance with the UCC, can be perfected by possession. Should any Lender, the Swingline Lender, or the Issuing Bank obtain possession of any such Collateral, subject to the limitations set forth in the Blocked Account Agreements, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or in accordance with the Administrative Agent's instructions.

Section 9.9. **Release of Collateral**.

(a) Each Lender (including in its or any of its Affiliate's capacities as a potential Hedge Bank or Cash Management Bank), the Swingline Lender, and the Issuing Bank hereby irrevocably authorize the Administrative Agent, at is option and discretion:

(i) to release any Lien on any Collateral granted to or held by the Administrative Agent, for the benefit of the Secured Parties, under any Loan Document (A) upon the termination of the Revolving Commitments and payment in full in cash of all Secured Obligations (other than (1) contingent indemnification obligations and (2) obligations and liabilities under Secured Cash Management Agreements or Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the Issuing Bank shall have been made), (B) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition permitted under the Loan Documents to a Person that is not a Loan Party, (C) if approved, authorized or ratified in writing in accordance with Section 10.2, (D) to the extent such asset constitutes an Excluded Asset (as defined in the Security Agreement) or (E) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Subsidiary Guaranty Agreement pursuant to clause (iii) below;

(ii) to subordinate any Lien on any Collateral granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien permitted pursuant to Section 7.2(b); or

(iii) to release any Guarantor from its obligations under any Loan Documents if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted under the Loan Documents.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Subsidiary Guaranty Agreement pursuant to this Section 9.9. In each case as specified in this Section 9.9, the Administrative Agent will, at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate its interest in such item, or to release such Guarantor from its obligations under the Subsidiary

Guaranty Agreement, in each case in accordance with the terms of the Loan Documents and this Section 9.9. In the case of any such sale, transfer or disposal of any property constituting Collateral in a transaction constituting an Disposition permitted pursuant to Section 7.6 to a Person that is not a Loan Party, the Liens created by any of the Security Documents on such property shall be automatically released without need for further action by any Person.

(b) Each Lender, the Swingline Lender, and the Issuing Bank hereby directs the Administrative Agent, at the sole cost and expense of the Borrower, to execute and deliver or file or authorize the filing of such termination, partial release statements, mortgage releases or other instruments evidencing release of a Lien, and do such other things as are necessary to release Liens to be released pursuant to this Section 9.9 promptly upon the effectiveness of any such release. Upon request by the Administrative Agent at any time, the Lenders, the Swingline Lender, and the Issuing Bank will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 9.9.

(c) The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to any Secured Party for any failure to monitor or maintain any portion of the Collateral.

Section 9.10. **No Other Duties, etc**. Anything herein to the contrary notwithstanding, none of the syndication agents, documentation agents, co-agents, lead arrangers or bookrunners listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or the Issuing Bank hereunder.

Section 9.11. **Withholding Tax**. To the extent required by any Applicable Law, the Administrative Agent may withhold from any interest payment to any Lender an amount equivalent to any applicable withholding tax. If the IRS or any other authority of the United States or any other jurisdiction asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances that rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason), such Lender shall indemnify the Administrative Agent (to the extent that the Administrative Agent has not already been reimbursed by the Borrower and without limiting the obligation of the Borrower to do so) fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including penalties and interest, together with all expenses incurred, including legal expenses, allocated staff costs and any out of pocket expenses. For the avoidance of doubt, for purposes of this Section 9.11, the term "Lender" includes the Issuing Bank and the Swing Line Lender.

Section 9.12. **Administrative Agent May File Proofs of Claim**.

(a) In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to the Borrower or any other Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or any Revolving Credit Exposure shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower or any other Loan Party) shall be entitled and empowered (but not obligated), by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans or Revolving Credit Exposure and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Bank, the Swingline Lender and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Bank, the Swingline Lender and the Administrative Agent and its agents and counsel and all other

amounts due the Lenders, the Issuing Bank, the Swingline Lender and the Administrative Agent under Section 10.3) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(b) Any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender, the Swingline Lender and the Issuing Bank to make such payments to the Administrative Agent and, if the Administrative Agent shall consent to the making of such payments directly to the Lenders, the Swingline Lender and the Issuing Bank, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 10.3.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender, the Swingline Lender or the Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.13. **Right to Realize on Collateral and Enforce Guarantee; Credit Bidding.**

(a) Anything contained in any of the Loan Documents to the contrary notwithstanding, the Borrower, the Administrative Agent and each Lender hereby agree that no Lender shall have any right individually to realize upon any of the Collateral or to enforce the Security Documents, it being understood and agreed that all powers, rights and remedies hereunder and under the Security Documents may be exercised solely by the Administrative Agent; provided, that the foregoing shall not prohibit the exercise of setoff rights pursuant to, and in accordance with, Section 10.7. Without limiting the foregoing, each Lender hereby agrees that, except with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate obligations under any Loan Documents, or exercise any right that it might otherwise have under Applicable Law to credit bid at foreclosure sales, UCC sales or other similar dispositions of Collateral.

(b) The Administrative Agent, on behalf of itself and the Lenders, shall have the right to credit bid and purchase for the benefit of the Administrative Agent and the Lenders all or any portion of Collateral at any sale thereof conducted by the Administrative Agent under the provisions of the UCC, including pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the provisions of the United States Bankruptcy Code, including Section 363 thereof, or a sale under a plan of reorganization, or at any other sale or foreclosure conducted by the Administrative Agent (whether by judicial action or otherwise) in accordance with Applicable Law.

Section 9.14. **Secured Hedge Agreements and Secured Cash Management Agreements**. No Cash Management Bank or Hedge Bank that obtains the benefits of Section 2.27 or any Collateral by virtue of the provisions hereof or of any Security Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Cash Management Agreements and Secured Hedge Agreements unless the Administrative Agent has received written notice of such Secured Cash Management Agreements and Secured Hedge Agreements, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

Section 9.15. **Authorization to Execute Other Loan Documents**. Each Secured Party hereby

authorizes the Administrative Agent to execute on behalf of all Secured Parties all Loan Documents (including, without limitation, the Security Documents and any subordination agreements) other than this Agreement. In addition, each Secured Party hereby authorized the Administrative Agent to, without any further consent of any Secured Party, enter into any intercreditor agreement or other intercreditor arrangements contemplated by this Agreement.

Section 9.16. **Appointment of Successor Administrative Agent**.

(a) The Lenders and the Borrower acknowledge that SunTrust Bank will resign as the "Administrative Agent" (in such capacity, the "Former Agent") under the Existing Credit Agreement and other Loan Documents contemporaneous with the effectiveness of this Agreement. The Lenders and the Borrower agree that, on the Closing Date immediately upon the effectiveness of this Agreement, (i) SunTrust Bank has resigned as Administrative Agent under each of the Loan Documents and (ii) Wells Fargo is hereby appointed (and Wells Fargo accepts such appointment) as successor Administrative Agent under this Agreement and other Loan Documents. The Former Agent is discharged from its duties and obligations under this Agreement and the other Loan Documents as Administrative Agent; provided that notwithstanding the effectiveness of such resignation, the provisions of Article IX of this Agreement and similar provisions in the other Loan Documents, together with any and all indemnities and other rights provided to the Former Agent in its capacity as such under the Existing Credit Agreement (which shall survive following the effectiveness of this Agreement), shall continue in effect for the benefit of SunTrust Bank in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent under the Existing Credit Agreement and under the other Loan Documents, as applicable. The agreements contained in this clause (a) shall survive the payment of the Secured Obligations and the termination of the Loan Documents.

(b) Each of the parties hereto authorizes (including without limitation to the extent contemplated under Section 9-509 of the Uniform Commercial Code of the State of New York (or any corollary provision of the uniform commercial code of any other state)) Wells Fargo, as Administrative Agent hereunder, to file any UCC assignments or amendments with respect to the UCC Financing Statements and other filings in respect of the Collateral as Wells Fargo deems necessary or desirable to evidence Wells Fargo's succession as Administrative Agent under the Credit Agreement and the other Loan Documents and each party hereto agrees to execute any documentation reasonably necessary to evidence such succession.

(c) Each of the Lenders and the Borrower (on behalf of the Loan Parties) agrees that Wells Fargo, in its capacity as Administrative Agent (and not in its capacity as Lender under this Agreement), shall bear no responsibility or liability for any event, circumstance or condition existing prior to the effectiveness of the appointment of Wells Fargo as the successor Administrative Agent, including (i) with respect to any actions taken or omitted to be taken by the Former Agent while SunTrust Bank served as Administrative Agent under the Existing Credit Agreement and the other Loan Documents, (ii) any of the Collateral, (iii) the Loan Documents or (iv) the transactions contemplated by the Loan Documents (the "Indemnified Events"). Furthermore, the Borrower (on behalf of the Loan Parties) hereby agrees to indemnify and hold harmless Wells Fargo and each of its Related Parties (each an "Indemnified Party") from and against (and will reimburse each Indemnified Party as the same are incurred for) any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever (including, without limitation, the reasonable fees, disbursements and other charges of counsel) that may at any time be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) any Indemnified Events except to the extent that they are determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of the party seeking indemnification. The agreements contained in this clause (c) shall survive the payment of the Secured Obligations and termination of the Loan Documents.

(d) The Former Agent agrees to deliver, or cause to be delivered, to Wells Fargo, as Administrative Agent, without recourse, representation or warranty: (i) copies of all deposit account control agreements and filings with the United States Patent and Trademark Office and in the United States Copyright Office in its custody or possession, and, as reasonably requested by Wells Fargo, other filings, registrations, recordings, consents and notices creating or perfecting the Liens on the Collateral in the custody or control of the Former Agent, (ii) assignments prepared by counsel to the Administrative Agent, in form and substance reasonably satisfactory to the Former Agent and Wells Fargo, of all documents and agreements relating to the Collateral, executed by any Loan Party or any third party in favor of the Former Agent, (iii) certificated securities and related stock powers or other similar instruments held by the Former Agent as possessory Collateral, and (iv) if reasonably requested by Wells Fargo, as Administrative Agent,

originals of all Security Documents held by the Former Agent to the extent in its custody or possession. Wells Fargo, as Administrative Agent, agrees to take possession of any possessory collateral delivered to it following the Closing Date upon tender thereof by the Former Agent.

(e) Effective as of Closing Date, the Former Agent assigns, without recourse, representation or warranty, to Wells Fargo, as Administrative Agent, each of the Liens and security interests granted to the Former Agent under the Loan Documents, and Wells Fargo, as Administrative Agent, hereby accepts the assignment of all such Liens, for its benefit and for the benefit of the Secured Parties. The Former Agent hereby agrees that if it shall at any time in the future receive any Collateral or proceeds thereof or any other payments or property that are otherwise intended or required to be paid or delivered to the Wells Fargo, as Administrative Agent, pursuant to the terms of any Loan Document, the Former Agent will promptly notify Wells Fargo of such fact in writing, and shall, promptly upon receipt thereof, turn such property over to Wells Fargo, as Administrative Agent, in the form received (with any necessary endorsement, but without recourse, representation or warranty).

(f) On and after the Closing Date, all items of Collateral, including possessory Collateral held by the Former Agent as security for the Secured Obligations, shall be deemed to be held by the Former Agent as agent and bailee for Wells Fargo, as Administrative Agent for the benefit of the Secured Parties, until such time as such possessory Collateral has been delivered to Wells Fargo, as Administrative Agent. Notwithstanding anything herein to the contrary, the Borrower (on behalf of the Loan Parties) agrees that all of such Liens granted by any Loan Party pursuant to any Loan Document shall in all respects be continuing and in effect and are hereby ratified and reaffirmed. Without limiting the generality of the foregoing, any reference to the Former Agent on any publicly filed document, to the extent such filing relates to the Liens in the Collateral assigned hereby and until such filing is modified to reflect the interests of Wells Fargo, as Administrative Agent, shall, with respect to such Liens and security interests, constitute a reference to the Former Agent as collateral representative of Wells Fargo, as Administrative Agent, solely for the purpose of maintaining the perfection of such Liens.

(g) It is acknowledged and agreed by each of the parties hereto that Wells Fargo, solely in succeeding to the position of Administrative Agent (exclusive of its capacity as a Lender hereunder), (i) has undertaken no analysis of the Security Documents or the Collateral and (ii) has made no determination as to (x) the validity, enforceability, effectiveness or priority of any Liens granted or purported to be granted pursuant to the Security Documents or (y) the accuracy or sufficiency of the documents, filings, recordings and other actions taken to create, perfect or maintain the existence, perfection or priority of the Liens granted or purported to be granted pursuant to the Security Documents. Wells Fargo shall be entitled to assume that, as of the Closing Date, all Liens purported to be granted pursuant to the Security Documents are valid and perfected Liens having the priority intended by the Secured Parties. In addition, the Lenders hereby agree that Wells Fargo shall have no liability for failing to have any of the Security Documents or other Loan Documents assigned to them as Administrative Agent.

(h) The resignation by the Former Agent pursuant to this Section shall also constitute its resignation as Issuing Bank and Swingline Lender. Wells Fargo shall, as of the Closing Date, succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Issuing Bank and Swingline Lender. SunTrust Bank, as the retiring Issuing Bank and Swingline Lender shall be discharged from all of its duties and obligations hereunder and under the other Loan Documents as Issuing Bank and Swingline Lender, but will be entitled to the continued benefits of any indemnification and other rights provided SunTrust Bank, in its capacity as the Issuing Bank and Swingline Lender under the Existing Credit Agreement (which shall survive following the effectiveness of this Agreement).

ARTICLE X MISCELLANEOUS

Section 10.1. **Notices**.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone or by electronic transmission in accordance with subsection (c) of this Section 10.1, all notices and other communications to any party herein to be effective shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

To the Borrower: The E.W. Scripps Company 312 Walnut Street
2800 Scripps Center
Cincinnati, Ohio 45202
Attention: Senior Vice President, Chief Financial Officer and Treasurer
Facsimile Number: (513) 977-3024

With copies to: The E.W. Scripps Company 312 Walnut Street
2800 Scripps Center
Cincinnati, Ohio 45202
Attention: Senior Vice President and General Counsel Facsimile Number: (513) 977-3729
Email: appleton@scripps.com

and

Dickinson Wright PLLC 150 E. Gay Street
Suite 2400
Columbus, OH 43215 Attention: Harlan W. Robins
Facsimile Number: (248) 433-7274 Email: HRobins@dickinson-wright.com

To the Administrative Agent
or Swingline Lender: Wells Fargo Bank, National Association
MAC D1109-019
1525 West W.T. Harris Blvd. Charlotte, NC 28262
Attention: Syndication Agency Services Facsimile Number: (888) 879-5899
Email: Agencyservices.requests@wellsfargo.com

With a copy to (for
informational purposes only): Wells Fargo Corporate Banking
MAC N9305-158
90 S. 7th St. Minneapolis, MN 55402 Attention: Kyle R. Holtz
Facsimile Number: (844) 879-6942 Email: kyle.r.holtz@wellsfargo.com

and

Cahill Gordon & Reindel LLP 80 Pine Street
New York, New York 10005 Attention: Josiah Slotnick

Facsimile Number: (212) 378-2925 Email: jslotnick@cahill.com

To the Issuing Bank: Wells Fargo Corporate Banking MAC N9305-158
90 S. 7th St. Minneapolis, MN 55402 Attention: Kyle R. Holtz
Facsimile Number: (844) 879-6942 Email: kyle.r.holtz@wellsfargo.com

To any other Lender: the address set forth in the Administrative Questionnaire or the Assignment and Acceptance executed by such Lender

Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto. All such notices and other communications shall, when transmitted by overnight delivery, or faxed, be effective when delivered for overnight (next-day) delivery, or transmitted in legible form by facsimile machine, respectively, or if mailed, upon the third Business Day after the date deposited into the mail or if delivered, upon delivery; provided, that notices delivered to the Administrative Agent, the Issuing Bank or the Swingline Lender shall not be effective until actually received by such Person at its address specified in this Section 10.1.

(b) Any agreement of the Administrative Agent, the Issuing Bank or any Lender herein to receive certain notices by telephone or facsimile or other electronic transmission is solely for the convenience and at the request of the Borrower. The Administrative Agent, the Issuing Bank and each Lender shall be entitled to rely on the authority of any Person purporting to be a Person authorized by the Borrower to give such notice and the Administrative Agent, the Issuing Bank or any Lender shall not have any liability to the Borrower or other Person on account of any action taken or not taken by the Administrative Agent, the Issuing Bank and the Lenders in reliance upon such telephonic or facsimile notice. The obligation of the Borrower to repay the Loans and all other Obligations hereunder shall not be affected in any way or to any extent by any failure of the Administrative Agent, the Issuing Bank or any Lender to receive written confirmation of any telephonic or facsimile notice or the receipt by the Administrative Agent, the Issuing Bank or any Lender of a confirmation which is at variance with the terms understood by the Administrative Agent, the Issuing Bank and such Lender to be contained in any such telephonic or facsimile notice.

(c) Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including by e-mail to the e-mail addresses provided in subsection (a) of this Section 10.1 and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the Issuing Bank pursuant to Article II unless such Lender, the Issuing Bank, as applicable, and the Administrative Agent have agreed to receive notices under any Section thereof by electronic communication and have agreed to the procedures governing such communications. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (x) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (y) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (x) of notification that such notice or communication is available and identifying the website address therefor.

(d) The Borrower acknowledges and agrees that the DQ List shall be deemed suitable for posting and may be posted by the Administrative Agent on Debt Domain, IntraLinks, SyndTrak Online or another similar electronic system used by the Administrative Agent for posting of notices and other information to the Lenders.

Section 10.2. **Waiver; Amendments**.

(a) No failure or delay by the Administrative Agent, the Issuing Bank or any Lender in exercising any right or power hereunder or any other Loan Document, and no course of dealing between the Borrower and the Administrative Agent or any Lender, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power hereunder or thereunder. The rights and remedies of the Administrative Agent, the Issuing Bank and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies provided by law. No waiver of any provision of this Agreement or any other Loan Document or consent to any departure by the Borrower or any other Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 10.2, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or the issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or the Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) No amendment or waiver of any provision of this Agreement or the other Loan Documents, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Borrower and the Required Lenders or the Borrower and the Administrative Agent with the consent of the Required Lenders and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, that this Section 10.2(b) shall not apply to, in the event of a Taurus Special Mandatory Prepayment, the Taurus Termination Modifications, and, in the event of a Cordillera Special Mandatory Prepayment, the Cordillera Termination Modifications, in each case, in accordance with Section 1.7; and provided, further that no amendment, waiver or consent shall: (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood and agreed that a waiver of any Default or Event of Default or modification of any of the defined terms contained herein (other than those defined terms specifically addressed in this Section 10.2(b)) shall not constitute a change in the terms of the Commitment of any Lender), (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender directly affected thereby (it being understood and agreed that a waiver of Default Interest or any change to the definition of Senior Secured Net Leverage Ratio or in the component definitions thereof shall not constitute a reduction in the rate of interest or fees, as applicable), (iii) other than with respect to mandatory repayments under Section 2.12, postpone the date fixed for any payment of any principal of, or interest on, any Loan or LC Disbursement or interest thereon or any fees hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date for the termination or reduction of any Commitment, without the written consent of each Lender directly affected thereby,
(iv) change Section 2.21(c) in a manner that would alter the pro rata sharing of payments required thereby, without the written consent of each Lender (except such changes as may be necessary to incorporate the addition of Term Loan Commitments or New Revolving Commitments (or Loans made with respect thereto) pursuant to Section 2.24), (v) change any of the provisions of this Section 10.2 or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders which are required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender (except such changes as may be necessary to incorporate the addition of Term Loan Commitments or New Revolving Commitments (or Loans made with respect thereto) pursuant to Section 2.24), (vi) release all or substantially all of the Guarantors or limit the liability of all or substantially all of the Guarantors under any guaranty agreement, without the written consent of each Lender except in accordance with the terms hereof, (vii) permit or allow any sale or release of, or the subordination of the Administrative Agent's Lien in, all or substantially all of the Collateral except in conjunction with sales, transfers or releases of Collateral permitted hereunder, including Section 9.9, without the written consent of each Lender, (viii) change any of the provisions of Section 2.27 without

the written consent of each Lender; (ix) adversely affect the rights of the Revolving Credit Lenders to an extent greater than any of the other Lenders without the prior written consent of the Majority Revolving Credit Lenders (including, without limitation, waiver of, or amendment to, any condition to funding set forth in Section 3.2 hereof), or (x) adversely affect the rights of the Term Loan Lenders to an extent greater than any of the other Lenders without the prior written consent of the Majority Term Loan Lenders; provided further, that no such agreement shall amend, modify or otherwise affect the rights, duties or obligations of the Administrative Agent, the Swingline Lender or the Issuing Bank without the prior written consent of such Person. Any amendment, modification, waiver, consent, termination or release of any Hedge Agreements or Cash Management Agreements may be effected by the parties thereto without the consent of the Administrative Agent or any other Lender. Notwithstanding the foregoing or anything to the contrary contained in this Agreement (w) changes to the definition of "LC Commitment" shall require the approval of the Majority Revolving Credit Lenders only, (x) amendments, waivers or modifications of the Financial Covenant or Section 8.1(d) in respect of any breach of Section 6.2 (or the component financial definitions for the Financial Covenant) shall require the approval of the Majority Revolving Credit Lenders only, (y) this Agreement may be amended and restated without the consent of any Lender (but with the consent of the Borrower and the Administrative Agent) if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated (but such Lender shall continue to be entitled to the benefits of Section 2.18, Section 2.19, Section 2.20 and Section 10.3), such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement and (z) any Event of Default occurring hereunder shall continue to exist (and shall be deemed to be continuing) until such time as such Event of Default is waived in writing in accordance with the terms of this Section notwithstanding (i) any attempted cure or other action taken by the Borrower or any other Person subsequent to the occurrence of such Event of Default or (ii) any action taken or omitted to be taken by the Administrative Agent or any Lender prior to or subsequent to the occurrence of such Event of Default (other than the granting of a waiver in writing in accordance with the terms of this Section 10.2). In addition, if the Administrative Agent and the Borrower shall have jointly identified an obvious error or any error, omission or defect of a technical nature, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower shall be permitted to amend such provision.

Notwithstanding anything herein to the contrary, any waiver, amendment, consent or modification of this Agreement that by its terms affects the rights or duties under this Agreement of Lenders holding Loans or Commitments of a particular Class (but not the Lenders holding Loans or Commitments of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders under this Agreement at the time.

Notwithstanding the foregoing, this Agreement and the other Loan Documents may be amended (or amended and restated) with the written consent of the Administrative Agent and the Borrower in order to make any modification that does not adversely affect any Lender contemplated by the terms of the Taurus Fee Letter in connection with the consummation of the Taurus Acquisition.

Section 10.3. **Expenses; Indemnification**.

(a) The Borrower shall pay (i) all reasonable, out-of-pocket costs and expenses of the Administrative Agent, the Lead Arrangers and their Affiliates, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent and its Affiliates, in connection with the syndication of the credit facilities provided for herein, the preparation and administration of the Loan Documents and any amendments, modifications or waivers thereof (whether or not the transactions contemplated in this Agreement or any other Loan Document shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all out-of-pocket costs and expenses of the Administrative Agent in connection with permitted visits, inspections and/or examinations under Section 5.7, and all out-of-pocket costs and expenses for each permitted visit, inspection and/or examination of the Borrower and its Subsidiaries performed by personnel employed by the Administrative

Agent for no more than two such visits, inspections and/or examinations unless an Event of Default is continuing, and (iv) all out-of-pocket costs and expenses (including, without limitation, the reasonable fees, charges and disbursements of outside counsel and the allocated cost of inside counsel) incurred by the Administrative Agent, the Issuing Bank or any Lender in connection with the enforcement or protection of its rights in connection with this Agreement, and the other Loan Documents, including its rights under this Section 10.3, or in connection with the Loans made or any Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, but limited to one counsel for all Lenders, the Administrative Agent and the Issuing Bank, and, if necessary, of one local counsel for all Lenders, the Administrative Agent and the Issuing Bank in each applicable jurisdiction (which may include a single special counsel acting in multiple jurisdictions for all Lenders, the Administrative Agent and the Issuing Bank), and, solely in the case of an actual conflict of interest, one additional counsel in each applicable material jurisdiction to the affected Persons.

(b) The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Lead Arrangers, each Lender, the Swingline Lender and the Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, penalties and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all reasonable fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by the Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Transaction Document, any Hedge Agreement or Cash Management Agreements or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) the use by any Person of any information or materials obtained by or through Debt Domain, IntraLinks, SyndTrak Online or another similar electronic system or other internet web sites, (iv) any actual or alleged presence or Release of Hazardous Substances on or from any property owned or operated by the Borrower or any Subsidiary, or any Environmental Liability related to the Borrower or any Subsidiary, or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing (including any of the Transactions), whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (x) the gross negligence or willful misconduct of such Indemnitee or (y) in the case of the Administrative Agent or any Lender, any unexcused breach by the Administrative Agent or such Lender of any of its material obligations under this Agreement.

(c) The Borrower shall pay, and hold the Administrative Agent and each of the Lenders harmless from and against, any and all present and future stamp, documentary, and other similar taxes with respect to this Agreement and any other Loan Documents, any collateral described therein, or any payments due thereunder, and save the Administrative Agent and each Lender harmless from and against any and all liabilities with respect to or resulting from any delay or omission to pay such taxes.

(d) To the extent that the Borrower fails to pay any amount required to be paid to the Administrative Agent, the Issuing Bank or the Swingline Lender under clause (a), (b) or (c) hereof, each Lender severally agrees to pay to the Administrative Agent, the Issuing Bank or the Swingline Lender, as the case may be, such Lender's pro rata share (determined as of the time that the unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided, that the unreimbursed expense or indemnified payment, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Issuing Bank or the Swingline Lender in its capacity as such.

(e) To the extent permitted by Applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) arising out of, in connection with or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated therein, any Loan or any Letter of Credit or the use of proceeds thereof. No Indemnitee referred to in paragraph (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except for any damages resulting from the Indemnitee's gross negligence or willful misconduct.

(f) All amounts due under this Section 10.3 shall be payable promptly after written demand therefor.

Section 10.4. **Successors and Assigns**.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section 10.4, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section 10.4 or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section 10.4 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section 10.4 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment, Loans and other Revolving Credit Exposure at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitments and the Loans at the time owing to it or in the case of an assignment to a Lender, a Lender Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in paragraph (b)(i)(A) of this Section, the aggregate amount of the any Commitment (which for this purpose includes Loans and Revolving Credit Exposure outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans and, to the extent applicable, Revolving Credit Exposure of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Acceptance, as of the Trade Date) shall not be less than $1,000,000, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, that the Borrower shall be deemed to have consented to any such lower amount unless the Borrower shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof.

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a

proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans, Revolving Credit Exposure or the Commitments assigned; provided that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Commitments on a non-pro rata basis.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section 10.4 and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment, (y) such assignment is to a Lender, a Lender Affiliate of a Lender or an Approved Fund or (z) such assignment is made in connection with the primary syndication of the Commitments and Loans; provided that the Borrower shall be deemed to have consented to such assignment unless the Borrower shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required unless such assignment is of a Term Loan to a Lender, an Affiliate of such Lender or an Approved Fund of such Lender; and

(C) the consent of the Issuing Bank (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding), and the consent of the Swingline Lender and the Issuing Bank shall be required for any assignment in respect of the Revolving Commitments.

(iv) Assignment and Acceptance. The parties to each assignment shall (A) execute and deliver to the Administrative Agent an Assignment and Acceptance via an electronic settlement platform, or manually if previously confirmed, together with a processing and recordation fee of $3,500 unless waived in the sole discretion of the Administrative Agent, (B) deliver an Administrative Questionnaire unless the assignee is already a Lender and (C) deliver the documents required under Section 2.20(g) if such assignee is a Foreign Lender.

(v) No Assignment to the Borrower; Defaulting Lenders. No such assignment shall be made to (A) the Borrower or any Affiliates or Subsidiaries of the Borrower or (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, the Issuing Bank, the Swingline Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full Pro Rata Share of all Loans and participations in Letters of Credit and Swingline Loans.

Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under Applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section 10.4, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Section 2.18, Section 2.19, Section 2.20 and Section 10.3 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section 10.4.

(c) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in Atlanta, Georgia a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Commitments of, and principal amount (and stated interest) of the Loans and Revolving Credit Exposure owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent, the Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding any notice to the contrary. Information contained in the Register with respect to any Lender shall be available for inspection by any Lender (with respect to its own interests only) at any reasonable time and from time to time upon reasonable prior notice; information contained in the Register shall also be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. In establishing and maintaining the Register, the Administrative Agent shall serve as the Borrower's agent solely for tax purposes and solely with respect to the actions described in this Section 10.4, and the Borrower hereby agrees that, to the extent Wells Fargo serves in such capacity, Wells Fargo and its officers, directors, employees, agents, sub-agents and affiliates shall constitute "Indemnitees."

(d) Any Lender may at any time, without the consent of, or notice to, the Borrower, the Administrative Agent, the Swingline Lender or the Issuing Bank sell participations to any Person (other than a natural person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person), the Borrower or any Affiliates or Subsidiaries of the Borrower) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent, the Lenders, the Issuing Bank and the Swingline Lender shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

(e) Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver with respect to the following to the extent affecting such Participant: (i) increase the Revolving Commitment subject to such participation without the written consent of the Participant, (ii) reduce the principal amount of any Loan or

LC Disbursement subject to such participation or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of any Participant directly affected thereby, (iii) postpone the date fixed for any payment of any principal of, or interest on, any Loan or LC Disbursement or interest thereon or any fees hereunder or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date for the termination or reduction of any Revolving Commitment subject to such participation, without the written consent of each Participant directly affected thereby, (iv) release any Guarantor or limit the liability of any such Guarantor under any guaranty agreement except in accordance with the terms hereof, or (v) release all or substantially all collateral securing any of the Obligations. Subject to paragraph (f) of this Section 10.4, the Borrower agrees that each Participant shall be entitled to the benefits of Section 2.18, Section 2.19 and Section 2.20 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section 10.4. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.7 as though it were a Lender; provided such Participant agrees to be subject to Section 2.18 as though it were a Lender.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. The Borrower and the Administrative Agent shall have inspection rights to such Participant Register (upon reasonable prior notice to the applicable Lender) solely to the extent necessary to demonstrate that such Loans or other obligations under the Loan Documents are in "registered form" under Treasury Regulation Section f5.103-1(c).

(f) A Participant shall not be entitled to receive any greater payment under Section 2.18 and Section 2.20 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such greater entitlement results from a Change in Law after the date on which such participation is acquired.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) (i) No assignment or participation shall be made to any Person that was a Disqualified Institution as of the date (the "Trade Date") on which the assigning Lender entered into a binding agreement to sell and assign all or a portion of its rights and obligations under this Agreement to such Person (unless the Borrower has consented to such assignment in writing in its sole and absolute discretion, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee that becomes a Disqualified Institution after the applicable Trade Date (including as a result of the delivery of a notice pursuant to Section 5.1(e)), (x) such assignee shall not retroactively be disqualified from becoming a Lender and (y) the execution by the Borrower of an Assignment and Acceptance with respect to such assignee will not by itself result in such assignee no longer being considered a Disqualified Institution. Any assignment in violation of this clause (h)(i) shall not be void, but the other provisions of this clause (h) shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Borrower's prior written consent in violation of clause (i) above, or if any Person becomes a Disqualified Institution after the applicable Trade Date, the Borrower may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) terminate any Revolving Commitment of such Disqualified Institution and repay all obligations of the Borrower owing to such Disqualified Institution in connection with such Revolving Commitment, (B) in the case of outstanding Term Loans held by Disqualified Institutions, purchase or prepay such Term Loan by paying the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such Term Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and/or (C) require such Disqualified Institution to assign,

without recourse (in accordance with and subject to the restrictions contained in this Section 10.4), all of its interest, rights and obligations under this Agreement to one or more Eligible Assignees at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such Term Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Institutions (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the Borrower, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws (a "Plan") Plan, each Disqualified Institution party hereto hereby agrees (1) not to vote on such Plan, (2) if such Disqualified Institution does vote on such Plan notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by the Bankruptcy Court (or other applicable court of competent jurisdiction) effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right, and the Borrower hereby expressly authorizes the Administrative Agent, to (A) post the DQ List and any updates thereto from time to time on Debt Domain, IntraLinks, SyndTrak Online or another similar electronic system, including that portion of such system that is designated for "public side" Lenders and/or (B) provide the DQ List to each Lender requesting the same.

Section 10.5. **Governing Law; Jurisdiction; Consent to Service of Process**.

(a) This Agreement and the other Loan Documents shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

(b) The Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court of the Southern District of New York and of any state court of the State of New York located in the city of New York, Borough of Manhattan and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or, to the extent permitted by Applicable Law, such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(c) The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in paragraph (b) of this Section 10.5 and brought in any court referred to in paragraph (b) of this Section 10.5. Each of the parties hereto irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to the service of process in the manner provided

for notices in Section 10.1. Nothing in this Agreement or in any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by law.

Section 10.6. **WAIVER OF JURY TRIAL**. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 10.7. **Right of Setoff**. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, each Lender and the Issuing Bank shall have the right, at any time or from time to time upon the occurrence and during the continuance of an Event of Default, without prior notice to the Borrower or any other Loan Party, any such notice being expressly waived by the Borrower to the extent permitted by Applicable Law, to set off and apply against all deposits (general or special, time or demand, provisional or final) of the Borrower or any other Loan Party at any time held or other obligations at any time owing by such Lender and the Issuing Bank to or for the credit or the account of the Borrower against any and all Secured Obligations held by such Lender or the Issuing Bank, as the case may be, irrespective of whether such Lender or the Issuing Bank shall have made demand hereunder and although such Secured Obligations may be unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.23 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Bank, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender and the Issuing Bank agree promptly to notify the Administrative Agent and the Borrower after any such set-off and any application made by such Lender and the Issuing Bank, as the case may be; provided, that the failure to give such notice shall not affect the validity of such set-off and application. Each Lender and the Issuing Bank agrees to apply all amounts collected from any such set-off to the Secured Obligations before applying such amounts to any other Indebtedness or other obligations owed by the Borrower and any Restricted Subsidiaries to such Lender or the Issuing Bank.

Section 10.8. **Counterparts; Integration**. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement, the Fee Letter, the other Loan Documents, and any separate letter agreement(s) relating to any fees payable to the Administrative Agent with respect to the facilities set forth herein constitute the entire agreement among the parties hereto and thereto regarding the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, regarding such subject matters. Delivery of an executed counterpart to this Agreement or any other Loan Document by facsimile transmission or by electronic mail in pdf form shall be as effective as delivery of an original executed counterpart hereof.

Section 10.9. **Survival**. All covenants, agreements, representations and warranties made by the Borrower herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit

is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Revolving Commitments have not expired or terminated. The provisions of Section 2.18, Section 2.19, Section 2.20 and Section 10.3 and Article IX shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof. All representations and warranties made herein, in the certificates, reports, notices, and other documents delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement and the other Loan Documents, and the making of the Loans and the issuance of the Letters of Credit.

Section 10.10. **Severability**. Any provision of this Agreement or any other Loan Document held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof or thereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.11. **Confidentiality**. Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to take normal and reasonable precautions to maintain the confidentiality of any information relating to the Borrower, its Restricted Subsidiaries or any of their respective businesses, to the extent provided or made available to it by or on behalf of the Borrower or any Restricted Subsidiary, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a nonconfidential basis prior to disclosure by the Borrower or its Restricted Subsidiaries, except that such information may be disclosed (i) on a need to know basis to any Related Party of the Administrative Agent, the Issuing Bank or any such Lender including without limitation accountants, legal counsel and other advisors, (ii) to the extent required by Applicable Laws or by any subpoena or similar legal process, (iii) to the extent requested by any regulatory agency or authority purporting to have jurisdiction over it (including any self-regulatory authority such as the National Association of Insurance Commissioners), (iv) to the extent that such information becomes publicly available other than as a result of a breach of this Section 10.11, or which becomes available to the Administrative Agent, the Issuing Bank, any Lender or any Related Party of any of the foregoing on a non-confidential basis from a source other than the Borrower or its Subsidiaries, (v) in connection with the exercise of any remedy hereunder or under any other Loan Documents or under any Secured Hedge Agreement or Secured Cash Management Agreement, or any suit, action or proceeding relating to this Agreement or any other Loan Documents or under any Secured Hedge Agreement or Secured Cash Management Agreement, or the enforcement of rights hereunder or thereunder, (vi) subject to an agreement containing provisions substantially the same as those of this Section 10.11, to (A) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, or (B) any actual or prospective party (or its Related Parties) to any swap or derivative or similar transaction under which payments are to be made by reference to the Borrower, its Restricted Subsidiaries and their obligations, this Agreement or payments hereunder, (vii) to any rating agency, (viii) to the CUSIP Service Bureau or any similar organization, or (ix) with the consent of the Borrower. Any Person required to maintain the confidentiality of any information as provided for in this Section 10.11 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such information as such Person would accord its own confidential information.

Section 10.12. **Interest Rate Limitation**. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which may be treated as interest on such Loan under Applicable Law (collectively, the "Charges"), shall exceed the maximum lawful rate of interest (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by a Lender holding such Loan in accordance with Applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 10.12 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Rate to the date of repayment, shall have been received by such Lender.

Section 10.13. **Waiver of Effect of Corporate Seal**. The Borrower represents and warrants that it is not

required to affix its corporate seal to this Agreement or any other Loan Document pursuant to any requirement of law or regulation, agrees that this Agreement is delivered by the Borrower under seal and waives any shortening of the statute of limitations that may result from not affixing the corporate seal to this Agreement or such other Loan Documents.

Section 10.14. **Patriot Act**. The Administrative Agent and each Lender hereby notifies the Loan Parties that, pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the Patriot Act.

Section 10.15. **Independence of Covenants**. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 10.16. **No Advisory or Fiduciary Relationship**. In connection with all aspects of the transactions contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Lenders and the Lead Arrangers are arm's-length commercial transactions between the Borrower and its Subsidiaries, on the one hand, and the Administrative Agent, the Lenders and the Lead Arrangers, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) each of the Administrative Agent, the Lenders and the Lead Arrangers is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Subsidiaries, or any other Person and (B) neither the Administrative Agent nor any Lender nor the Lead Arrangers has any obligation to the Borrower or any of its Subsidiaries with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, each Lender and the Lead Arrangers and their respective Subsidiaries may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Subsidiaries, and neither the Administrative Agent nor any Lender nor the Lead Arrangers has any obligation to disclose any of such interests to the Borrower or any of its Subsidiaries. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent or any Lender or the Lead Arrangers with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.17. **Acknowledgement and Consent to Bail-In of EEA Financial Institutions**. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

Section 10.18. **Certain ERISA Matters**.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) clause (a)(i) above is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (a)(iv) above, such Lender further represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 10.19. **Acknowledgement Regarding Any Supported QFCs.** Notwithstanding anything to the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedge Agreement or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.19, the following terms have the following meanings:

"BHC Act Affiliate" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amended and Restated Credit Agreement to be duly executed under seal in the case of the Borrower by their respective authorized officers as of the day and year first above written.

THE E. W. SCRIPPS COMPANY

By: _____

Name:

Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, as Issuing Bank, as Swingline Lender and as a Lender

By: _____

Name:

Title:

SUNTRUST BANK, as Former Agent and as a Lender

By: _____

Name:

Title:

BANK OF AMERICA, N.A., as a Lender

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A., as a Lender

By: _____

Name:

Title:

PNC BANK, NATIONAL ASSOCIATION, as a Lender

By: _____

Name:

Title:

FIFTH THIRD BANK, as a Lender

By: _____

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION, as a Lender

By: _____

Name:

Title:

ANNEX D

Form of Solvency Certificate

[ ], 201[ ]

This Solvency Certificate (this "Solvency Certificate") is being executed and delivered pursuant to Section 4(a)(vi) of that certain Fifth Amendment to Third Amended and Restated Credit Agreement (Repricing Term Loans), dated as of December 18, 2019 (the "Fifth Amendment"), by and among The E.W. Scripps Company, an Ohio corporation (the "Borrower"), the Guarantors party thereto, Wells Fargo Bank, National Association, as Administrative Agent, and the Lenders party thereto, which amends that certain Third Amended and Restated Credit Agreement dated as of April 28, 2017 (as further amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the Guarantors party thereto, the banks party thereto and the Administrative Agent. Terms used herein but not otherwise defined herein shall have the meanings provided to such terms in the Credit Agreement.

I, [ ], the treasurer of the Borrower, solely in such capacity and not in an individual capacity, hereby certify that I am the treasurer of the Borrower and that I am generally familiar with the businesses and assets of the Borrower and its Subsidiaries, I have made such other investigations and inquiries as I have deemed appropriate and I am duly authorized to execute this Solvency Certificate on behalf of the Borrower pursuant to the Credit Agreement.

I further certify, solely in my capacity as treasurer of the Borrower and not in my individual capacity, as of the date hereof and after giving effect to the Transactions (as defined in the Fifth Amendment) and the incurrence of the indebtedness and obligations incurred in connection with the Fifth Amendment on the Fifth Amendment Effective Date (as defined in the Fifth Amendment), that (a) the sum of the liabilities (including contingent liabilities) of the Borrower and its Subsidiaries, on a consolidated basis, does not exceed the present fair saleable value of the assets of the Borrower and its Subsidiaries, taken as a whole; (b) the Borrower and its Subsidiaries, on a consolidated basis, have not incurred and do not intend to incur liabilities (including contingent liabilities) beyond their ability to pay such liabilities as they become absolute and matured; (c) the capital of the Borrower and its Subsidiaries, on a consolidated basis, is not unreasonably small in relation to the business of the Borrower and its Subsidiaries, on a consolidated basis, contemplated as of the date hereof; and (d) the Borrower and its Subsidiaries, on a consolidated basis, do not intend to incur, or believe that they will incur, debts or liabilities (including current obligations) beyond their ability to pay such debts and liabilities as they mature in the ordinary course of business. For the purposes hereof, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, I have executed this Solvency Certificate on the date first written above.

THE E. W. SCRIPPS COMPANY

By: _____

Name:

Title:

Exhibit 21

MATERIAL SUBSIDIARIES OF THE COMPANY

Name of Subsidiary	Jurisdiction of Incorporation
Scripps Media, Inc.	Delaware
Scripps Licensing, Inc.	Ohio
Katz Broadcasting Holdings, LLC	Georgia
Triton Digital Canada, Inc.	Canada

Exhibit 23

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-167089, 333-207857 and 333-234635 on Form S-8 of our reports dated February 28, 2020, relating to the consolidated financial statements of The E.W. Scripps Company and subsidiaries (the "Company") (which report expressed an unqualified opinion and included an explanatory paragraph related to the Company's change in method of accounting for leases due to the adoption of Accounting Standards Update 2016-02, *Leases (Topic 842)*, during 2019), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of The E.W. Scripps Company for the year ended December 31, 2019.

/s/ Deloitte & Touche LLP

Cincinnati, Ohio
February 28, 2020

Exhibit 31(a)
Section 302 Certifications

Certifications

I, Adam P. Symson, certify that:

1. I have reviewed this annual report on Form 10-K of The E.W. Scripps Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f)) and 15d-15(f) for the registrant and have:
    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2020

BY: /s/ Adam P. Symson
Adam P. Symson
President and Chief Executive Officer

Exhibit 31(b)
Section 302 Certifications

Certifications

I, Lisa A. Knutson, certify that:

1. I have reviewed this annual report on Form 10-K of The E.W. Scripps Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f)) and 15d-15(f) for the registrant and have:
    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2020

BY: /s/ Lisa A. Knutson
Lisa A. Knutson
Executive Vice President and Chief Financial Officer

Exhibit 32(a)
Section 906 Certifications

Certification Pursuant to Section 906 of the Sarbanes-Oxley Act Of 2002

I, Adam P. Symson, President and Chief Executive Officer of The E.W. Scripps Company (the "Company"), hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Annual Report on Form 10-K of the Company for the year ended December 31, 2019 (the "Report"), which this certification accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Adam P. Symson
Adam P. Symson
President and Chief Executive Officer
February 28, 2020

Exhibit 32(b)
Section 906 Certifications

Certification Pursuant to Section 906 of the Sarbanes-Oxley Act Of 2002

I, Lisa A. Knutson, Executive Vice President and Chief Financial Officer of The E.W. Scripps Company (the "Company"), hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Annual Report on Form 10-K of the Company for the year ended December 31, 2019 (the "Report"), which this certification accompanies, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Lisa A. Knutson
Lisa A. Knutson
Executive Vice President and Chief Financial Officer
February 28, 2020