

## LOCAL PROGRAMMING AND MARKETING AGREEMENT

**THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this “**Agreement**”) is made as of March 11, 2020 by and between Telemundo of Florida LLC, a Delaware limited liability company (“**Telemundo Florida**”), NBC Telemundo License LLC, a Delaware limited liability company (“**Telemundo License**” and collectively with Telemundo Florida, “**Programmer**”), and Pacific and Southern, LLC, a Delaware limited liability company (“**Licensee**”).

### Recitals

A. Licensee owns and operates television broadcast station WTSP, St. Petersburg, Florida (Facility ID No. 11290) (the “**Station**”) pursuant to authorizations issued by the Federal Communications Commission (“**FCC**”).

B. Programmer owns and operates television broadcast station WRMD-CD, Tampa, Florida (Facility ID No. 74559) (“**WRMD**”) pursuant to authorizations issued by the FCC.

C. Licensee desires to obtain programming for a multicast channel on the Station and Programmer desires to provide programming for broadcast on a multicast channel of the Station, on the terms set forth in this Agreement.

### Agreement

**NOW, THEREFORE**, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

1. **Term.** The term of this Agreement shall begin on July 1, 2020 (the “**Commencement Date**”) and shall continue for a period of three (3) years from the Commencement Date, unless earlier terminated in accordance with the terms of this Agreement (the “**Term**”).

2. **Programming.** During the Term, Programmer shall acquire from Licensee airtime on a multicast channel on the Station as specified in Section 3 (the “**Multicast Channel**”), on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the “**Programs**”) for broadcast on the Multicast Channel twenty-four (24) hours per day, seven (7) days per week excluding at Licensee’s option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the “**Broadcasting Period**”). Programmer will transmit its Programs to the transmitter site of the Station or such other location mutually agreed upon by Programmer and Licensee in a manner that ensures that the Programs meet commercially reasonable technical and quality standards. The Programs shall initially consist of a rebroadcast of the primary channel of WRMD (Telemundo network and related programming and commercial advertising), to which rebroadcast Programmer hereby consents pursuant to Section 73.1207 of the FCC’s rules, but may be changed at any time at the discretion of Programmer, and subject to approval by Licensee, such approval not to be unreasonably withheld or delayed.

3. **Technical Matters.** The Programs shall be broadcast on the Multicast Channel with a signal strength and quality that provides a transmission that is at all times of a commercial broadcast quality as reasonably perceived by the average viewer ( e.g., no pixelization or “ghosting”). If the signal strength and quality drop below this level Licensee shall assign additional data bandwidth to the Multicast Channel. The virtual channel (major and minor) for the Multicast Channel will be designated by Programmer and such designation shall be subject to approval by Licensee (such approval not to be unreasonably withheld or delayed) and, if necessary, the FCC.

4. **Revenue.** During the Term, Programmer shall be entitled to all revenues arising in connection with the broadcast of the Programs on the Station. Without limiting the generality of the forgoing, Programmer shall be solely responsible for the sale of all advertising within the Programs, and Licensee shall not have the right to sell or insert any local or national or other advertising within the Programs. Subject to Section 8, Programmer shall establish, in its sole discretion, the prices for all advertising within the Programs and shall be responsible for billing and collection with respect to all such advertising.

5. **Payments.** For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer shall pay Licensee consideration as set forth on Schedule A attached hereto. Programmer shall not be obligated to pay consideration to Licensee for any period that the Multicast Channel is off the air due to no fault of Programmer and any payments provided for on Schedule A shall be prorated to account for any such off-air periods.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Programmer acknowledges and agrees that Licensee shall have full authority and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station’s compliance with the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC (“**FCC Rules**”), and all other applicable laws, and shall have the absolute right to take any actions necessary to ensure such compliance. Without limiting the generality of the foregoing, Licensee will retain control over the personnel, policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which Licensee determines does or may violate any right of any third party, any FCC Rules or any other applicable law, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that Licensee determines do not or may not comply with FCC Rules regarding sponsorship identification. Licensee covenants and agrees that any preemption, rejection, or refusal of the Programs hereunder shall only occur to the extent Licensee deems it necessary to

carry out its obligations as an FCC licensee, and Licensee expressly agrees that its right to preempt, reject, or refuse the Programs shall not be exercised in an arbitrary manner or solely for the commercial advantage of Licensee or others.

(c) Programmer shall promptly serve Licensee with notice and a copy of any formal or informal complaints it receives in any form concerning any Program for Licensee review. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with FCC Rules.

7. **Programming Licenses.** During the Term, Programmer will obtain and maintain any necessary programming licenses with respect to the Programs, including music licenses.

8. **Programs.**

(a) Programmer shall ensure that the contents of the Programs (including without limitation all advertising contained therein) (i) do not violate the intellectual property or other rights of any third party, and (ii) conform to all FCC Rules and all other applicable legal requirements. Programmer shall timely provide Licensee with information needed by Licensee to complete any Children's Television Act reports and/or other filings Licensee is required to submit with respect to the Multicast Channel. The Programs shall also meet all customary industry standards for technical broadcast quality. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Without limiting the foregoing, Programmer shall ensure that the Programs (including without limitation all advertising contained therein), as well as Programmer's business practices relating thereto, conform to all FCC Rules and all other applicable legal requirements, including without limitation with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to legally qualified candidates. During the Term, Programmer shall timely supply to Licensee all information as may be necessary for Station to comply with FCC Rules and all other applicable legal requirements regarding political broadcasts, including without limitation all information regarding the Programs (including without limitation all advertising contained therein) required to be uploaded to the Station's online public inspection file.

(c) Nothing in this Agreement conveys to Licensee any rights in the Programs. Without limiting the generality of the foregoing, Licensee has no right to and shall not, during the Term, enter into any agreement authorizing any cable, satellite or other multichannel video programming distributor or other third party to retransmit the Multicast Channel containing the Programs.

9. **Expenses.** During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee. Licensee will pay for its employees responsible for the Station, lease costs for studio and transmitter facilities, and other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC Rules and all other applicable laws, and utilities

supplied for use in the operation of the Station. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site). Programmer shall be responsible for procurement of the following encoder (the “Encoder”), which shall be owned by Programmer and used by Licensee for the broadcast of Programs on the Multicast Channel: Electra X2S 6 channel package from Harmonic Inc. Programmer shall be responsible for any license needed to pass through closed captioning, provided that Licensee agrees to give reasonable advance notice to, and seek approval from, Programmer for any such fees.

10. **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC Rules. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by FCC Rules. The parties shall cooperate with each other regarding the station identification for the Multicast Channel.

11. **Maintenance.** During the Term, Licensee shall use commercially reasonable efforts to restore and maintain the operating power of the Station authorized by the FCC for the Station and shall repair and maintain the Station’s tower and transmitter sites and equipment (including, if authorized by Programmer, the Encoder, provided that any maintenance on the Encoder shall be at Programmer’s sole cost and expense) consistent with its past practice. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station. If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate, Licensee shall promptly notify Programmer and shall undertake such commercially reasonable repairs as are necessary to restore full-time operation of such Station. In the event of any such interruption of service, other than for routine, scheduled maintenance or an interruption caused by Programmer or its employees, consultants or agents, the parties agree that the Monthly Fee will be reduced by an amount which is in proportion to the length of time that the Multicast Channel is not able to broadcast.

12. **Facilities.** During the Term and upon prior notice by Programmer to Licensee, Licensee, at its choice, may provide Programmer access to and/or use of the transmission facilities and any other facilities of the Station for purposes of performing this Agreement and/or may accompany Programmer in such joint access, with it being understood in either case that all such access rights by Programmer shall be subject to any underlying rights or obligations that Licensee, as a tenant, may have in its studio or tower lease agreements and any security procedures maintained by Licensee for these facilities.

13. **Representations.**

(a) Licensee represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has

duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensees that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound

14. **Termination Rights.**

(a) This Agreement may be terminated by either party at any time without prior notice if necessary to comply with any FCC Rules or other legal requirements.

(b) This Agreement may be terminated by either party in accordance with Section 15.

15. **Events of Default.**

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement in accordance with the terms hereof; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any non-monetary Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

16. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all losses, costs, damages, liabilities, expenses, obligations and claims of any kind (including any action brought by the FCC or any governmental authority or person and including reasonable attorneys' fees and expenses) ("**Losses**"), arising from (i) the broadcast of the Programs (including without limitation the advertising therein) on the Station, including

without limitation all liability for indecency or obscenity, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC Rules or other applicable law arising from such broadcast of the Programs, and (ii) any breach by Programmer of a representation, warranty, covenant or other obligation under this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all Losses arising from (i) the broadcast of any programming on the Station other than the Programs ("**Licensee Content**"), including without limitation all liability for indecency or obscenity, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC Rules or other applicable law arising from such broadcast of Licensee Content, or (ii) any breach by Licensee of a representation, warranty, covenant or other obligation under this Agreement. The obligations under this Section 16 shall survive any termination of this Agreement.

17. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party (the "assigning party") may assign this Agreement or any of its rights and obligations hereunder to (i) one or more of the assigning party's affiliates, (ii) any entity that is the successor to such party pursuant to a merger, acquisition of a majority of the voting equity of the assigning party or other business combination involving the assigning party, or (iii) any entity that acquires all or substantially all of the assets of the Station or WRMD, in each case as applicable, without the consent of the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. **Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to FCC Rules and all other applicable laws. In the event that the FCC determines that this Agreement does not comply with the FCC Rules, the parties shall negotiate in good faith and attempt to agree to an amendment to this Agreement that will provide the parties with a valid and enforceable agreement that conforms to the FCC Rules and preserves for each party the material terms of this Agreement.

19. **Notices.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service or email, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer: Telemundo of Florida LLC  
4107 West Spruce Street

Suite 250  
Tampa, Florida 33607

with a copy (which will not constitute notice) to:

NBCUniversal Media, LLC  
30 Rockefeller Plaza  
New York, NY 10112  
Attn: Corporate Law Department

if to Licensee: Pacific and Southern, LLC  
c/o TEGNA Inc.  
8350 Broad Street, Suite 2000  
Tysons, VA 22102  
Attn: Sr. Director/Corporate Development

with a copy (which will not constitute notice) to:

Pacific and Southern, LLC  
c/o TEGNA Inc.  
8350 Broad Street, Suite 2000  
Tysons, VA 22102  
Attn: Law Department

20. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the FCC Rules. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent and purposes of this Agreement.

21. **FCC Certifications.** Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies (a) that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b), (c) and (d); and (b) in accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Station on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for

advertising on the Station, and if requested shall provide written confirmation of compliance with such requirement.

22. **Confidentiality.** Confidential Information is information that relates to, or is obtained under, this Agreement that is identified as or reasonably expected to be confidential (“**Confidential Information**”). Confidential Information shall not include information that: (a) is or becomes generally available to the public other than as a result of wrongful disclosure by the receiving party; (b) is or becomes available to the receiving party on a non-confidential basis from a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (c) is developed independently by the receiving party without use of any of disclosing party’s Confidential Information and by persons without access to such Confidential Information. Neither party may use the Confidential Information of the other party for any purpose other than as necessary to perform its obligations under this Agreement. Neither party may disclose Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except to its affiliates (including affiliates at the time of the disclosure), employees and agents (“**Representatives**”). If the recipient of any Confidential Information receives a valid order of a court or other governmental body requiring it to disclose such Confidential Information, the recipient will: (i) promptly notify the disclosing party of such request before making any disclosure (unless prohibited by applicable law, regulation or court order, and then promptly after notification is permitted); and (ii) comply with the disclosing party’s reasonable requests to oppose or limit the disclosure (at no cost to the recipient). If no such protective order or other remedy is sought or obtained, the recipient may disclose only the portion of Confidential Information that it is legally required to disclose, and will use reasonable efforts to ensure that the Confidential Information disclosed will be accorded confidential treatment. Any disclosure by either party’s news division, or affiliates (including affiliates at the time of the disclosure) thereof, in the ordinary course of their business of disseminating news and information is not a breach of the confidentiality terms above, so long as the information is developed independently from Confidential Information received by such party’s personnel under this Agreement.

[SIGNATURE PAGE FOLLOWS]




SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

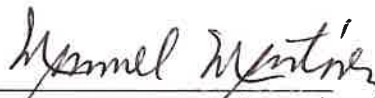
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

**LICENSEE:**

**TELEMUNDO OF FLORIDA LLC**

By:   
Name: Jayme Noto  
Title: General Manager

**NBC TELEMUNDO LICENSE LLC**

By:   
Name: MANDEL MARTINEZ  
Title: President, TSG

**PROGRAMMER:**

**PACIFIC AND SOUTHERN, LLC**

By:  3/11/20  
Name: KARI P JACOBS  
Title: President & GM WTSP