

NEWS PRODUCTION AGREEMENT

This NEWS PRODUCTION AGREEMENT (this "*Agreement*") is dated as of February 14, 2017 ("*Effective Date*"), by and between TEGNA Pacific LLC ("*Provider*"), licensee, owner and operator of television station WBIR-TV, Knoxville, Tennessee (the "*Provider Station*"), with a business address of 1513 Bill Williams Ave., Knoxville, TN 37917, and WTNZ, LLC ("*Station Owner*"), licensee, owner and operator of television station WTNZ-TV, Knoxville, Tennessee (the "*Station*"), with a business address of 9000 Executive Park Dr., Suite 300, Knoxville, TN 37923.

WHEREAS, as the owner and operator of the Provider Station, Provider has expertise in the production and distribution of local news programming; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Station Owner desires to engage Provider to produce news programming for distribution via the Station.

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

1. Production and Broadcasting.

- (a) Except with respect to the Evening Newscast, as defined below, commencing on June 1, 2017 (the "*Commencement Date*") and thereafter during the Term (as defined below), Provider shall, at Provider's expense, produce and deliver to the Station's studio or control room via fiber optic cable for broadcast on the Station by Station Owner the following programming (collectively, the "*Newscasts*"):
 - (i) One first-run live local news program to be aired on the Station Monday through Friday from 7:00-8:58 a.m. ("*Morning Newscast*");
 - (ii) One first-run live local news program to be aired on the Station Monday through Friday from 6:30-6:58 p.m. ("*Evening Newscast*");
 - (iii) One first-run live local news program to be aired on the Station Monday through Friday from 10:00-10:58 p.m. ("*Late Newscast*"); and
 - (iv) One first-run live local news program to be aired on the Station Saturday and Sunday from 10:00-10:28 p.m. ("*Weekend Newscast*").

Provider will commence production and delivery of the Evening Newscast on April 3, 2017. Provider will provide the Newscasts to Station Owner in accordance with the schedule set forth in this Section 1(b), with the only exceptions being on Christmas Eve night, Christmas morning, and any other time that is mutually agreed upon by the parties at least 30 days in advance.

- (b) The Newscasts (which shall be deemed to include, for the avoidance of doubt, individually and collectively, the Morning Newscast, the Evening Newscast, the Late Newscast, and the Weekend Newscast), shall consist of national, regional, and

local news, sports and weather. Notwithstanding the foregoing, Station Owner may produce, using solely its own resources (including but not limited to equipment, production personnel and on-air talent) original reporting that may be included in the Newscasts ("**Station Owner Content**"); provided, however, Station Owner shall give timely advance notice to Provider of which Newscast(s) should include the broadcast of Station Owner Content.

- (c) Station Owner shall have the right to re-broadcast on either the Station's Primary Channel (as hereinafter defined) or its Multicast Channel (as hereinafter defined) the Late Newscast and the Weekend Newscast at any time on or after 1:00 a.m. local time on the date immediately following the original broadcast. Station Owner shall also have the right to simulcast any Newscast to any mobile or similar device to which its Primary Channel or Multicast Channel is also being simulcast.
 - (i) For purposes of this Agreement, the term "**Primary Channel**" means, with respect to a broadcast television station, the program stream designated by its owner or licensee as the primary digital signal and program-related material transmitted thereby or thereon, which, for the avoidance of doubt, prior to the cessation of analog broadcasting by such station pursuant to the federally mandated transition to digital television, was the program stream of the analog signal of such station.
 - (ii) For purposes of this Agreement, the term "**Multicast Channel**" means, with respect to a broadcast television station, any program stream other than the Primary Channel of such station.
- (d) Provider covenants and agrees that the Newscasts, excluding any Station Owner Content, shall be of a quality comparable in all material respects, including with respect to the assignment of reporters, the use of live ENG and SNG resources and the assignment and use of anchors, to news programming produced by Provider for the Provider Station during adjacent or comparable day parts (the "**Quality Standard**").
- (e) Provider shall be responsible for providing, maintaining and repairing all of the equipment and facilities it owns that are used to deliver the Newscasts to the Station's studio or control room, except for such equipment and facilities owned by, and in the exclusive control of, Station Owner that may be utilized in connection therewith.
- (f) Subject to the ultimate supervision and control of Station Owner with respect to the Station and subject further to the Communications Act of 1934, as amended, and the published rules, regulations, decisions and policies promulgated thereunder (collectively, the "**FCC Rules**"), by the Federal Communications Commission (the "**FCC**"), and except as otherwise provided herein, Provider shall produce the Newscasts with sole editorial, production, delivery, creative, and staffing control over all aspects of such Newscasts, but in consultation with Station Owner with respect thereto. Station Owner shall not add to, delete from, modify, intentionally

interfere with or disrupt any Newscasts or any portions thereof, except as expressly permitted by this Agreement or as may be provided under the FCC Rules. The Newscasts shall be produced and delivered to the Station in high definition at Provider's expense. Provider shall take all reasonable measures to ensure that the Newscasts comply with all applicable laws, including the FCC Rules in all material respects.

- (g) Provider shall be responsible for securing and paying for all resources and content for all Newscasts, excluding any Station Owner Content, distributed to the Station. Provider shall employ or otherwise engage such employees or agents, including on-air talent, as may be reasonably necessary in its editorial judgment to produce and deliver the Newscasts pursuant to the terms and subject to the conditions of this Agreement, including the Quality Standard set forth above, *provided* that Provider shall consult with Station Owner with respect to the foregoing. Notwithstanding the foregoing, (i) the Station shall be solely responsible for maintaining and paying for licenses that permit Provider to incorporate in the Newscasts Station Owner Content, and content from the Fox Network affiliate news feed ("*Fox News Feed*"), Associated Press, and the WSI weather alert system currently installed at the Station (collectively, the "*Content Licenses*"), and (ii) the Station shall be solely responsible for securing, providing and paying for the fiber connection between the Provider Station and the Station.
- (h) Provider will schedule the primary news and weather anchors from the early and late evening newscasts of the Provider Station to anchor the Late Newscasts. Provider will have the right to substitute news and weather anchors in the Late Newscasts in order to accommodate vacations or illnesses, provided that no vacations will be permitted during the February, May and November Nielsen ratings periods. Any other exceptions must be approved in advance by Station Owner.
- (i) The Newscasts shall be closed captioned in accordance with the FCC Rules and Provider shall bear the expense of providing such closed captioning.
- (j) In addition to the Newscasts, subject to Provider's prior approval in each instance (which may be initially obtained by Station Owner verbally from Provider's General Manager and will thereafter be confirmed by the parties in writing (email sufficient)), and at times when the Provider Station does not have regularly scheduled news programming, the Station shall have the right to simulcast the news programming of the Provider providing coverage of local or regional breaking news events, including severe weather conditions. For the avoidance of doubt, any such programming aired at the election of Station Owner shall not be deemed "Newscasts" for purposes of this Agreement, but shall be closed captioned in accordance with paragraph (i) above.
- (k) Station Owner shall provide reasonable notice to Provider as soon as reasonably practicable when the network programming on the Station may interfere with the regularly scheduled broadcast of any Newscast (a "*Network Conflict*"). In the

event of any Network Conflict, Station Owner shall have the right to (i) accept for broadcast on the Primary Channel (A) an abbreviated Newscast for the applicable (but abbreviated) time slot or (B) record the regular Newscast for such time slot for playback immediately following the Network Conflict or (ii) broadcast such Newscast on the Station's Multicast Channel at the time otherwise regularly scheduled for such Newscast on the Station's Primary Channel. If Station Owner elects to accept an abbreviated Newscast, the corresponding commercial inventory shall be reduced on a pro-rated basis according to instructions provided by Station Owner, provided that in the absence of such instructions, Station Owner agrees that Provider may exercise its discretion to reduce the commercial inventory as reasonably necessary.

- (l) Station Owner shall have the right to preempt any Newscast (1) for network programming, (2) for Emergency Alert Systems tests or alert messages, or (3) as may be required by the FCC Rules. Without limiting the foregoing (y) Station Owner shall have the right to preempt any Newscast to present program material of greater local or national importance; and (z) Station Owner may reject any Newscast if it reasonably determines that the broadcast of such material would violate applicable law, including the FCC Rules, or would otherwise be contrary to the public interest.
- (m) Provider shall deliver Newscasts with the following commercial formats:

<u>Newscast</u>	<u>Internal Commercial Time</u>	<u>Closing Adjacency</u>
Late Newscast		2 minutes
Weekend Newscast		2 minutes
Evening Newscast		2 minutes
Morning Newscast		2 minutes

The Advertising availabilities contemplated in the chart above shall be configured into such blocks of time as Provider and Station Owner shall designate by written agreement; *provided, however*, Provider shall have the right to further modify the commercial blocks and formats in breaking news situations as appropriate in its reasonable editorial and business judgment.

- (n) Notwithstanding anything to the contrary contained herein, Provider may alter, modify, interrupt or otherwise cut-in to, any Newscast in order to provide appropriate coverage of breaking news or emergency information (including with respect to severe weather conditions). In any such case or otherwise in its reasonable editorial judgment, Provider may deliver as part of the Newscast a simulcast of the news programming being then aired on the Provider Station.
- (o) The Newscasts shall be branded as FOX 43 in a manner customary for news programming similar to the Newscasts, except in such cases where the programming of the Provider Station is simulcast as part of a Newscast and for incidental identifying marks, such as microphone flags and other similar identifying marks that are not material to the branding of any Newscast taken as a whole. For

clarity, (i) Provider will use commercially reasonable efforts to include Station Owner's branding in any recorded video segments and to remove Provider's marks from any such segments, it being understood that in many instances circumstances may make such inclusion of Station Owner's branding and/or removal of Provider's branding impractical, and (ii) Provider intends to use Station Owner's branding to the extent possible (e.g., changing microphone flags to reflect Station Owner, use of Station Owner-branded apparel (if provided by Station Owner, etc.)) in any live shots produced by Provider in connection with the Newscasts.

- (p) Station Owner shall be responsible for maintaining ASCAP, SESAC and BMI performance licenses, and paying all such ASCAP, SESAC and BMI license fees, in connection with the Newscast including any Station Owner Content, and Promos and SO Promos (as defined in Section 2 below); and Provider shall be responsible for obtaining any other performance licenses or music licenses and making any corresponding license fee payments. Each party covenants and agrees to provide to the other any performance license-related information reasonably requested that such party may have in its possession and be permitted to disclose.
- (q) Provider covenants and agrees that in the event that Provider shall engage in any research with respect to the news programming of the Provider Station it shall include in such research the Newscasts and Provider further covenants and agrees to consider the results of such research in its production of subsequent Newscasts as appropriate in its editorial and business judgment; *provided* that (i) Provider shall disclose the research results to Station Owner relating to the Newscasts to the extent possible, as appropriate in the exercise of its business judgment and (ii) in the event that Provider shall make any changes to the Newscasts as a result of such research, Provider shall identify and disclose such changes to Station Owner.
- (r) Each party hereby designates its General Manager as the sole point of contact for any matters pertaining the administration of this Agreement. Accordingly, each party agrees that unless otherwise directed by the other party on a case-by-case basis, such party will direct all communications pertaining to matters relating to this Agreement (including, without limitation, issues pertaining to the day-to-day management of the relationship contemplated herein) to the other party's General Manager for resolution.

2. Advertising and Promotional Announcements.

- (a) Station Owner shall be solely responsible for the sale of all advertising inventory contained in the Newscasts or available at the closing adjacency break following a Newscast (collectively, "*Advertising*"). In addition to the advertising availabilities referred to in Section 1(m), Provider will, on a case by case basis, make the same additional revenue opportunities available in the Newscasts as Provider makes in its own newscasts, for example, news tickers, billboards and sponsorships, to be sold by Station Owner; provided, however, Provider reserves the right to reject billboards containing content that would be inappropriate to associate with Provider's content franchises (e.g., *Home Grown*) that are incorporated into the

Newscasts. Provider shall annually deliver a list of written descriptions of each such additional revenue opportunities under this Section 2(a), including any annual sponsored content options.

- (b) Station Owner will use commercially reasonable efforts to air
 - (i) promotional spots for the Newscasts produced by Station Owner pursuant to Section 2(c) below ("*Promos*"), and
 - (ii) promotional spots for the Newscasts produced by Station Owner using solely its own resources, including but not limited to equipment, production personnel and on-air talent ("*SO Promos*")

at times that are reasonably considered by the Station Owner to effectively promote the respective Newscasts.

- (c) The Provider will provide Station Owner reasonable access to Provider's talent, producers and materials at mutually agreeable times so that Station Owner may create and produce quality Promos and weather teases ("*Teases*"). Provider reserves the right to have final approval of all promotional content.
- (d) Provider's promotion of the Newscasts shall be delivered in in-context mentions during newscasts on the Provider Station.
- (e) Provider agrees that in connection with its production of the Newscasts, Provider, at Station Owner's request and subject to Station Owner providing Provider with the necessary equipment, at Station Owner's expense, will be responsible starting and stopping the Station's commercial playback server ("*Commercial Server*") at appropriate times. Notwithstanding the foregoing, Provider will not be liable to Station Owner or any third party for any failure of, or delay in the operation of, the Commercial Server (whether or not resulting from any act or omission of Provider) and/or for any failure by Station Owner to broadcast on the Station any Advertising sold in connection with the Newscasts.

3. Fees and Consideration.

- (a) Except as otherwise expressly provided in this Agreement, Provider will be responsible for all expenses in connection with the production of the Newscasts.

4. Term and Termination.

- (a) Unless earlier terminated as permitted in this Section 4, this Agreement shall commence on the Effective Date and terminate on the second (2nd) anniversary of the Commencement Date ("*Term*"). For the period commencing on June 1, 2018 and ending one hundred twenty (120) days thereafter, the parties will negotiate in good faith the terms of an extension of the Term together with such other terms and conditions as they may deem appropriate in connection therewith. For clarity, the Term shall not be extended past May 31, 2019, unless and until the parties enter into a new agreement or written amendment to this Agreement signed by both parties and memorializing the terms of such extended relationship.
- (b) Notwithstanding the foregoing, this Agreement may be terminated prior to the end of the Term as follows:
 - (i) by either party (if such party is not then in material breach) if the other party hereto is in material breach under this Agreement and such breaching party has failed to cure such breach within thirty (30) days (or in the case of a breach relating to payment obligations within ten (10) days) after receiving written notice of such breach, which notice for any breach other than a payment breach shall be effective sixty (60) days following delivery thereof (for avoidance of doubt, termination pertaining to a breach of payment obligations shall become effectively immediately upon expiration of the cure period specified above unless cured within such cure period)
 - (ii) by either party in the event of a bankruptcy petition being filed by, or on behalf of, the other party, other than an involuntary petition which is stayed within thirty (30) days of filing, which notices of termination shall be effective thirty (30) days thereafter;
 - (iii) by either party pursuant to the terms and subject to the conditions of Section 10; or

- (iv) by Station Owner pursuant to the terms and subject to the conditions of Section 11 below.
- (c) Termination or expiration of this Agreement shall be without prejudice to any rights or obligations that shall have accrued prior to such termination or expiration.

5. Ownership; Copyrights.

- (a) Ownership
 - (i) As between the parties hereto, Provider shall retain all ownership rights in (A) all Promos and Teases, (B) all Newscasts, and all portions thereof, including the content contained therein (other than Station Owner Content) and (C) all copyrights, trademarks, call signs, logos, trade names, and any other intellectual property associated with Provider. Notwithstanding the foregoing, except as otherwise provided in this Agreement, Provider covenants and agrees that it will not use any entire Newscast in any manner without the prior written consent of Station Owner.
 - (ii) As between the parties hereto, Station Owner shall retain all ownership rights in (A) all Station Owner Content and (B) all copyrights, trademarks, call signs, logos, trade names, and any other intellectual property associated with Station Owner.
 - (iii) Provider and Station Owner shall jointly hold all ownership rights in all SO Promos.
- (b) Provider hereby grants the Station Owner a non-exclusive license to use the Provider Station names, call sign, logos, trademarks, service marks, and trade dress, that Provider owns or has authority to use (the "**Provider Marks**") solely for purposes of producing and airing any Promos; *provided* that all uses by Station Owner of the Provider Marks shall comply with all trademark usage guidelines and notices that Provider may provide to it in writing from time to time with respect to the use of such Provider Marks and all applicable laws, and Provider shall have the right to withdraw such approval in the event that it reasonably determines that such use does not comply with the foregoing. All use of the Provider Marks by Station Owner will inure to the benefit of Provider.
- (c) Station Owner hereby grants Provider a non-exclusive license to use the Station names, call sign, logos, trademarks, service marks, trade dress (collectively, "**Station Owner Marks**"), copyrights and Station Owner Content that the Station owns or has authority to use that may be necessary for Provider to use solely in order to meet its obligations under this Agreement; *provided* that all uses by Provider of the Station Owner Marks shall comply with all trademark usage guidelines and notices that Station Owner may provide to it in writing from time to time with respect to the use of such Station Owner Marks and all applicable laws. All use of the Station Owner Marks by Station Owner will inure to the benefit of Station Owner.

6. Exclusivity; Special Programming.

- (a) During the Term, neither party (or its respective affiliates or subsidiaries) shall enter into any agreement with any third party for the production and delivery by such party of local news programming for a broadcast television station in the Knoxville, Tennessee DMA.
- (b) During the Term, Provider shall be the exclusive provider of local news programming for the time periods designated for the Newscasts in Section 1 hereof (the "***Designated Time Periods***"). In the event that Station Owner elects to add additional newscasts for time periods other than the Designated Time Periods to be provided by or from a third party for broadcast on the Station at any time during the Term, Provider shall have a right of first refusal to produce such additional newscasts for the Station on terms (including, without limitation, economic terms) to be mutually agreed upon by the parties.
- (c) From time to time Station Owner may request, with as much prior notice as is reasonably practicable, Provider to produce additional special long-form programming, including by way of example and not of limitation, a Super Bowl special and/or special news programming segments that are exclusive to Station Owner. Provider shall have five business days to respond to the request and shall be under no obligation to accept such request. Should Provider accept such request, Provider shall be obligated to produce such special programming to air exclusively on the Station (or pursuant to such other terms the parties may agree upon in writing). Station Owner shall reimburse Provider for reasonable, pre-approved expenses incurred in production of the special programming and shall pay a mutually agreed upon fee (collectively, a "***Special Programming Fee***"). For purposes of clarification, except as set forth in paragraph (c) above, nothing in this Agreement, shall be deemed to prevent Station Owner from contracting with a third party to produce such special programming. For the avoidance of doubt, except as may otherwise be agreed to by the parties in writing, Sections 1(c) and 1(i) hereof shall apply to such special programming.

7. Indemnification.

- (a) Provider shall indemnify, defend and hold harmless Station Owner, its parents, affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns (collectively, the "***Station Owner Parties***") from and against any and all suits, judgments, proceedings, claims (whether valid or invalid), losses, costs and expenses (including reasonable attorney's fees) (collectively, "***Losses***") to the extent relating to or arising from (i) the Newscasts (as provided to the Station by Provider, and excluding any Station Owner Content), including Losses based on libel, slander, infringement of trademarks, trade names or program titles, violations of rights of privacy, infringement of copyrights and proprietary rights or violations of law or the rules of any governmental agency; (ii) Provider's failure to perform, or breach of its obligations hereunder, *provided, however*, that no indemnification shall be provided by Provider hereunder with respect to any

Losses to the extent relating to or arising from (A) any deletion, addition or other modification by Station Owner to the Newscasts provided by Provider to the Station or (B) any Station Owner Content; or (iii) a breach by Provider of its obligations hereunder. Provider's obligations under this Section 8(a) shall survive any expiration or termination of this Agreement for a period of two (2) years.

- (b) Station Owner shall indemnify, defend and hold harmless Provider, its parents, affiliates and subsidiaries and their respective directors, officers, employees, agents, successors and assigns ("**Provider Parties**") from and against any and all Losses to the extent relating to or arising out of (i) the acts or omissions of Station Owner Parties, including any modifications or additions to the Newscasts by any Station Owner Party, and production or broadcast of any Station Owner Content, Promos or SO Promos by any Station Owner Party; (ii) violation or infringement of copyright, literary or music performance rights as a result of the acts or omissions of Station Owner Parties, including as a result of any modifications or additions to the Newscasts by any Station Owner Party and the production or broadcast of any Station Owner Content, Promos or SO Promos by any Station Owner Party; (iii) a breach by Station Owner of its obligations hereunder; or (iv) any Advertising sold by Station Owner hereunder for broadcast on the Station, including, without limitation, any claims arising out of the broadcast, failure to broadcast, or delay in broadcast of any such Advertising, including any claims that arise from the operation of (or the failure of the operation of) the Commercial Server. Station Owner's obligations under this Section 8(b) shall survive any expiration or termination of this Agreement for a period of two (2) years.
- (c) As a condition to the obligations of the applicable indemnitor under Section 8(a) or (b) above (the "**indemnitor**"), the party seeking indemnification under Section 8(a) or (b) above (the "**indemnitee**") shall promptly notify the indemnitor of any claim of which it becomes aware (provided, however, that failure to give prompt notice will not relieve the indemnitor of any liability hereunder, except to the extent the indemnitor has suffered actual material prejudice by such failure) and shall: (i) allow the indemnitor the sole control of the defense and related settlement negotiations for such claim; (ii) at the indemnitor's expense, provide reasonable cooperation and assistance to the indemnitor in connection with the defense or settlement of any such claim; and (iii) be entitled to participate in the defense of any such claim with counsel of its own choosing at its own cost and expense. The applicable indemnitor shall not acquiesce to any judgment or enter into any settlement that adversely affects the rights or interests of Provider or Station Owner, as applicable, without obtaining its prior written consent.

8. Limitation of Liability.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS (SECTION 7), FOR WHICH DAMAGES WILL BE LIMITED AS SET FORTH BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL DAMAGES OR OTHER DAMAGES NOT CONSTITUTING ACTUAL DAMAGES (COLLECTIVELY,

"INDIRECT DAMAGES"), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY FOR INDIRECT DAMAGES THAT ARISE OUT OF SUCH PARTY'S INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY STATION OWNER TO PROVIDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

9. VOD and Retransmission Consent Rights.

The parties acknowledge and agree that the Station has entered into retransmission consent agreements with certain multichannel video program distributors, including cable, telco or satellite providers (collectively, "**MVPDs**"), authorizing carriage of the Station's broadcast signal, and receives consideration for such carriage. Notwithstanding the foregoing, the Station shall have no right to, and shall not, grant or solicit video-on-demand ("**VOD**") rights to any MVPDs or receive VOD revenue relating to the Newscasts.

10. Assignment; Binding Effect.

- (a) In the event that (i) all or substantially all of the assets or equity of either party or of Station or Provider Station is sold to a third party, or (ii) a party enters into a shared services agreement (or similar agreement) regarding Station or Provider Station (as applicable) with a third party, then the party being sold or entering into a shared services agreement or similar agreement (or whose station is being sold or is entering into a shared services agreement) will provide written notice to the other party within 10 business days of public announcement of such agreement for sale or shared services agreement (or similar agreement), and within 30 days after such notice is given, either party will have the right to terminate this Agreement, which termination will be effective 180 days after the closing of the sale or the shared services agreement (or similar agreement).
- (b) Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a transaction described in the paragraph above.

11. Force Majeure.

Any delay, cessation, or interruption in the performance of the services of Provider hereunder, in whole or in part, due to Acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of Provider (a "**Force Majeure Event**") shall not constitute a breach of this Agreement, and Provider shall not be liable to Station Owner for any liability or obligation with respect thereto; *provided, however*, that in the event of a Force Majeure Event that shall delay or otherwise prevent the performance of the services hereunder by Provider for a period of more than forty eight (48) consecutive hours, Station Owner shall have the right to terminate this Agreement effective immediately, *provided* such

termination right is exercised prior to the one hundred sixty-eighth (168th) consecutive hour of the Force Majeure Event.

12. Governing Law.

This Agreement shall be construed and governed in accordance the law of the state of New York without reference to the conflict of laws principles thereof.

13. Authorization.

Provider and Station Owner each represents and warrants to the other party that (i) it has the power and authority to enter into this Agreement and be bound by its terms; (ii) its execution of this Agreement is duly authorized; and (iii) its performance of its obligations hereunder shall not violate any obligations, commitments or undertakings previously entered into by such party in any contract, agreement or instrument.

14. No Partnership or Joint Venture.

This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party shall be authorized to act as an agent of or otherwise to represent the other party.

15. Confidentiality.

Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other party. The recipient of such confidential information shall be deemed to have fulfilled its confidentiality obligations under this Agreement if it affords such confidential information the same degree of confidentiality it affords its own sensitive business information. Neither party shall issue any press release or other public statement regarding this Agreement (other than its existence) of its contents without the prior consent of the other.

16. Severability; FCC Rules.

If any provision of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, the parties shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies applicable FCC Rules in a fashion which would raise a substantial and material question as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as

embodied in the provisions of this Agreement, provided that if the parties are unable to modify this Agreement in way to comply with such FCC Rules, then this Agreement will automatically terminate on the earlier of (i) one hundred eighty days (180) after the parties make such determination and (ii) the date required under or in connection with the applicable FCC Rule(s).

17. Waiver of Jury Trial.

The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim or crossclaim against the other arising out of or connected in any way to this Agreement because the parties, both of whom are represented by counsel, believe that the complex commercial and professional aspect of their dealing with one another make a jury determination neither desirable nor appropriate.

18. Notices.

All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service, overnight mail or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or overnight mail carrier or on the return receipt, and (d) addressed as follows:

If to Station Owner: Attn: General Manager
WTNZ-TV
9000 Executive Park Dr., Suite 300
Knoxville, TN 37923

With copy to: Attn: General Counsel
Raycom Media, Inc.
201 Monroe St., 20th Floor
Montgomery, AL 36104

If to Provider: WBIR-TV
1513 Bill Williams Avenue
Knoxville, Tennessee 37917
Attn: General Manager

With a copy to: TEGNA Inc.
7950 Jones Branch Drive
McLean, VA 22107
Attn: Law Department

19. Definitions; Interpretation.

Capitalized terms used herein have the respective meanings ascribed thereto in this Agreement. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” A reference in this Agreement to a Section, Exhibit or Schedule is to the referenced Section, Exhibit or Schedule of this Agreement. The wording of this Agreement shall be deemed to be the wording mutually chosen by the parties and no rule of strict construction shall be applied against either party. Unless expressly provided otherwise, all dollar figures in this Agreement are in the currency of the United States of America.

20. Counterparts and Transmission of Signatures.

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

21. Entire Agreement; Amendments.

This Agreement and the Exhibits and Schedules hereto (which are hereby incorporated by reference and made a part hereof) when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. For avoidance of doubt, this Agreement does not supersede the Amended and Restated News Production Agreement between the parties dated July 15, 2014 (the “*Existing Agreement*”), which such Existing Agreement will remain in full force and effect until it expires or is terminated in accordance with its terms (it being understood that the parties intend this Agreement to be the successor to the Existing Agreement upon such Existing Agreement’s expiration). No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

[Remainder of page intentionally blank; signature page follows]

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

TEGNA PACIFIC, LLC

By:  _____

Name: David Hunt

Title: President and General Manager

WTNZ, LLC

By:  _____

Name: Bryce Caldwell

Title: General Manager