

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

FORM 10-Q

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

For the quarterly period ended June 30, 2018

OR

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

Commission file number 1-6961

**TEGNA INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**7950 Jones Branch Drive, McLean, Virginia**

(Address of principal executive offices)

**16-0442930**

(I.R.S. Employer Identification No.)

**22107-0150**

(Zip Code)

Registrant's telephone number, including area code: (703) 873-6600.

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 Exchange Act): Yes  No

The total number of shares of the registrant's Common Stock, \$1 par value, outstanding as of June 30, 2018 was 215,266,835.

INDEX TO TEGNA INC.  
June 30, 2018 FORM 10-Q

<u>Item No.</u>		<u>Page</u>
	<b><u>PART I. FINANCIAL INFORMATION</u></b>	
1.	<u>Financial Statements</u>	
	<u>Condensed Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017</u>	<u>3</u>
	<u>Consolidated Statements of Income for the Quarters and Six Months Ended June 30, 2018 and 2017</u>	<u>5</u>
	<u>Consolidated Statements of Comprehensive Income for the Quarters and Six Months Ended June 30, 2018 and 2017</u>	<u>6</u>
	<u>Condensed Consolidated Statements of Cash Flows for the Six Months Ended June 30, 2018 and 2017</u>	<u>7</u>
	<u>Notes to Condensed Consolidated Financial Statements</u>	<u>8</u>
2.	<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>21</u>
3.	<u>Quantitative and Qualitative Disclosures about Market Risk</u>	<u>32</u>
4.	<u>Controls and Procedures</u>	<u>32</u>
	<b><u>PART II. OTHER INFORMATION</u></b>	
1.	<u>Legal Proceedings</u>	<u>33</u>
1A.	<u>Risk Factors</u>	<u>33</u>
2.	<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>33</u>
3.	<u>Defaults Upon Senior Securities</u>	<u>33</u>
4.	<u>Mine Safety Disclosures</u>	<u>33</u>
5.	<u>Other Information</u>	<u>33</u>
6.	<u>Exhibits</u>	<u>34</u>
	<b><u>SIGNATURE</u></b>	<u>35</u>

**PART I. FINANCIAL INFORMATION****Item 1. Financial Statements****TEGNA Inc.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
*In thousands of dollars*

	<b>June 30, 2018</b>	<b>Dec. 31, 2017</b>
	(Unaudited)	
<b>ASSETS</b>		
<i>Current assets</i>		
Cash and cash equivalents	\$ 24,503	\$ 98,801
Accounts receivable, net of allowances of \$3,459 and \$3,266, respectively	414,316	406,852
Other receivables	32,018	32,442
Programming rights	11,669	37,758
Prepaid expenses and other current assets	20,372	61,070
<i>Total current assets</i>	<u>502,878</u>	<u>636,923</u>
<i>Property and equipment</i>		
Cost	822,065	782,602
Less accumulated depreciation	(470,697)	(447,262)
<i>Net property and equipment</i>	<u>351,368</u>	<u>335,340</u>
<i>Intangible and other assets</i>		
Goodwill	2,596,505	2,579,417
Indefinite-lived and amortizable intangible assets, less accumulated amortization	1,542,171	1,273,269
Investments and other assets	149,741	137,166
<i>Total intangible and other assets</i>	<u>4,288,417</u>	<u>3,989,852</u>
<b>Total assets</b>	<u>\$ 5,142,663</u>	<u>\$ 4,962,115</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
*In thousands of dollars, except par value and share amounts*

	<u>June 30, 2018</u>	<u>Dec. 31, 2017</u>
	(Unaudited)	
<b>LIABILITIES AND EQUITY</b>		
<i>Current liabilities</i>		
Accounts payable	\$ 45,565	\$ 52,992
<i>Accrued liabilities</i>		
Compensation	35,984	54,088
Interest	38,664	39,217
Contracts payable for programming rights	75,996	105,040
Other	49,247	58,196
Dividends payable	15,158	15,173
Current portion of long-term debt	323	646
<i>Total current liabilities</i>	<u>260,937</u>	<u>325,352</u>
<i>Noncurrent liabilities</i>		
Income taxes	20,247	20,203
Deferred income taxes	395,611	382,310
Long-term debt	3,131,137	3,007,047
Pension liabilities	136,986	144,220
Other noncurrent liabilities	80,834	87,942
<i>Total noncurrent liabilities</i>	<u>3,764,815</u>	<u>3,641,722</u>
<i>Total liabilities</i>	<u>4,025,752</u>	<u>3,967,074</u>
<i>Shareholders' equity</i>		
Common stock of \$1 par value per share, 800,000,000 shares authorized, 324,418,632 shares issued	324,419	324,419
Additional paid-in capital	304,066	382,127
Retained earnings	6,201,694	6,062,995
Accumulated other comprehensive loss	(124,741)	(106,923)
Less treasury stock at cost, 109,151,797 shares and 109,487,979 shares, respectively	(5,588,527)	(5,667,577)
<i>Total equity</i>	<u>1,116,911</u>	<u>995,041</u>
<b>Total liabilities and equity</b>	<u>\$ 5,142,663</u>	<u>\$ 4,962,115</u>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

TEGNA Inc.  
**CONSOLIDATED STATEMENTS OF INCOME**  
*Unaudited, in thousands of dollars, except per share amounts*

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
<b>Revenues</b>	\$ 524,080	\$ 489,369	\$ 1,026,170	\$ 948,439
<b>Operating expenses:</b>				
Cost of revenues, exclusive of depreciation	264,294	229,683	522,787	461,091
Business units - Selling, general and administrative expenses, exclusive of depreciation	78,933	75,302	152,554	143,731
Corporate - General and administrative expenses, exclusive of depreciation	11,221	14,248	23,929	29,581
Depreciation	13,861	13,318	27,332	26,535
Amortization of intangible assets	7,962	5,388	14,744	10,777
Asset impairment and facility consolidation (gains) charges	(6,326)	1,350	(6,326)	3,533
<b>Total</b>	<b>369,945</b>	<b>339,289</b>	<b>735,020</b>	<b>675,248</b>
<b>Operating income</b>	<b>154,135</b>	<b>150,080</b>	<b>291,150</b>	<b>273,191</b>
<b>Non-operating income (expense):</b>				
Equity income (loss) in unconsolidated investments, net	15,547	(946)	14,309	(2,415)
Interest expense	(49,104)	(54,843)	(96,829)	(110,258)
Other non-operating items	(311)	(21,108)	(12,791)	(23,182)
<b>Total</b>	<b>(33,868)</b>	<b>(76,897)</b>	<b>(95,311)</b>	<b>(135,855)</b>
<b>Income before income taxes</b>	<b>120,267</b>	<b>73,183</b>	<b>195,839</b>	<b>137,336</b>
Provision for income taxes	27,755	23,913	48,140	43,408
Net Income from continuing operations	92,512	49,270	147,699	93,928
Loss from discontinued operations, net of tax	—	(241,699)	—	(222,458)
<b>Net income (loss)</b>	<b>92,512</b>	<b>(192,429)</b>	<b>147,699</b>	<b>(128,530)</b>
Net loss attributable to noncontrolling interests from discontinued operations	—	62,077	—	55,892
<b>Net income (loss) attributable to TEGNA Inc.</b>	<b>\$ 92,512</b>	<b>\$ (130,352)</b>	<b>\$ 147,699</b>	<b>\$ (72,638)</b>
Earnings from continuing operations per share - basic	\$ 0.43	\$ 0.23	\$ 0.68	\$ 0.44
Loss from discontinued operations per share - basic	—	(0.83)	—	(0.77)
<b>Net income (loss) per share – basic</b>	<b>\$ 0.43</b>	<b>\$ (0.60)</b>	<b>\$ 0.68</b>	<b>\$ (0.33)</b>
Earnings from continuing operations per share - diluted	\$ 0.43	\$ 0.23	\$ 0.68	\$ 0.43
Loss from discontinued operations per share - diluted	—	(0.83)	—	(0.77)
<b>Net income (loss) per share – diluted</b>	<b>\$ 0.43</b>	<b>\$ (0.60)</b>	<b>\$ 0.68</b>	<b>\$ (0.34)</b>
<b>Weighted average number of common shares outstanding:</b>				
<b>Basic shares</b>	216,342	215,501	216,309	215,404
<b>Diluted shares</b>	216,515	217,812	216,753	217,691
<b>Dividends declared per share</b>	<b>\$ 0.07</b>	<b>\$ 0.07</b>	<b>\$ 0.14</b>	<b>\$ 0.21</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
*Unaudited, in thousands of dollars*

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Net income (loss)	\$ 92,512	\$ (192,429)	\$ 147,699	\$ (128,530)
Redeemable noncontrolling interests (earnings not available to shareholders)	—	(1,017)	—	(2,832)
Other comprehensive income, before tax:				
Foreign currency translation adjustments	382	7,099	582	9,362
Recognition of previously deferred post-retirement benefit plan costs	1,302	2,327	2,552	4,402
Pension lump-sum payment charge	—	—	6,300	—
Unrealized gains on available for sale investment during the period	—	4,069	—	1,776
Other comprehensive income, before tax	1,684	13,495	9,434	15,540
Income tax effect related to components of other comprehensive income	(432)	(896)	(2,408)	(1,693)
Other comprehensive income, net of tax	1,252	12,599	7,026	13,847
Comprehensive income (loss)	93,764	(180,847)	154,725	(117,515)
Comprehensive income attributable to noncontrolling interests, net of tax	—	59,750	—	54,315
Comprehensive income (loss) attributable to TEGNA Inc.	\$ 93,764	\$ (121,097)	\$ 154,725	\$ (63,200)

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

TEGNA Inc.  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*Unaudited, in thousands of dollars*

	<b>Six months ended June 30,</b>	
	<b>2018</b>	<b>2017</b>
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ 147,699	\$ (128,530)
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation and amortization	42,076	97,181
Stock-based compensation	7,967	10,160
Loss on write down of CareerBuilder	—	344,772
Other (gains) losses on sales of assets and impairment charges	(7,406)	11,506
Equity (income) losses in unconsolidated investments, net	(14,309)	2,354
Pension contributions, net of expense	(31,158)	(1,843)
Change in other assets and liabilities, net	9,172	(92,576)
<b>Net cash flow from operating activities</b>	<b>154,041</b>	<b>243,024</b>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(20,864)	(49,703)
Reimbursement from spectrum repacking	2,025	—
Payments for acquisitions of businesses, net of cash acquired	(325,902)	—
Payments for investments	(4,479)	(1,363)
Proceeds from investments	1,224	1,369
Proceeds from sale of assets and businesses	16,126	5,556
<b>Net cash flow used for investing activities</b>	<b>(331,870)</b>	<b>(44,141)</b>
<b>Cash flows from financing activities:</b>		
Proceeds (payments) of borrowings under revolving credit facilities, net	186,000	(635,000)
Proceeds from Cars.com borrowings	—	675,000
Debt repayments	(66,123)	(66,124)
Payments of debt issuance costs	(5,269)	(6,208)
Dividends paid	(30,137)	(60,073)
Repurchases of common stock	(5,831)	(8,453)
Cash transferred to the Cars.com business	—	(20,133)
Other, net	(4,349)	(5,795)
<b>Net cash flow provided by (used for) financing activities</b>	<b>74,291</b>	<b>(126,786)</b>
<b>Decrease (increase) in cash and cash equivalents</b>	<b>(103,538)</b>	<b>72,097</b>
Cash, cash equivalents and restricted cash from continuing operations, beginning of period	128,041	44,076
Cash, cash equivalents and restricted cash from discontinued operations, beginning of period	—	61,041
<b>Balance of cash and cash equivalents, beginning of period</b>	<b>128,041</b>	<b>105,117</b>
Cash, cash equivalents and restricted cash from continuing operations, end of period	24,503	98,452
Cash, cash equivalents and restricted cash from discontinued operations, end of period	—	78,762
<b>Balance of cash and cash equivalents, end of period</b>	<b>\$ 24,503</b>	<b>\$ 177,214</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**NOTE 1 – Accounting Policies**

**Basis of presentation:** Our accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial reporting, the instructions for Form 10-Q and Article 10 of the U.S. Securities and Exchange Commission (SEC) Regulation S-X. Accordingly, they do not include all information and footnotes which are normally included in the Form 10-K and annual report to shareholders. In our opinion, the condensed consolidated financial statements reflect all adjustments of a normal recurring nature necessary for a fair presentation of results for the interim periods presented. The condensed consolidated financial statements should be read in conjunction with our (or "TEGNA's") audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2017.

The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ from these estimates. Significant estimates include, but are not limited to, evaluation of goodwill and other intangible assets for impairment, business combinations, fair value measurements, post-retirement benefit plans, income taxes including deferred taxes, and contingencies. The condensed consolidated financial statements include the accounts of subsidiaries we control and variable interest entities (VIEs) if we are the primary beneficiary. We eliminate all intercompany balances, transactions, and profits in consolidation. Investments in entities over which we have significant influence, but do not have control, are accounted for under the equity method. Our share of net earnings and losses from these ventures is included in "Equity income (loss) in unconsolidated investments, net" in the Consolidated Statements of Income. In addition, certain reclassifications have been made to prior year's consolidated financial statements to conform to the current year's presentation, specifically as it relates to our presentation of Investments and other assets in Note 3 of the condensed consolidated financial statements.

On May 31, 2017, we completed the spin-off of our digital automotive marketplace business, Cars.com. In addition, on July 31, 2017, we completed the sale of our majority ownership stake in CareerBuilder. As a result of these strategic actions, we have disposed of substantially all of our former Digital Segment business and have therefore classified its historical financial results as discontinued operations in our Consolidated Statements of Income. See Note 12, "Discontinued Operations", for further details regarding the spin-off of Cars.com and the sale of CareerBuilder and the impact of each transaction on our condensed consolidated financial statements.

We operate one operating and reportable segment, which primarily consists of our 47 television stations operating in 39 markets, offering high-quality television programming and digital content. Our reportable segment determination is based on our management and internal reporting structure, the nature of products and services we offer, and the financial information that is evaluated regularly by our chief operating decision maker.

**Accounting guidance adopted in 2018:** In May 2014, the Financial Accounting Standards Board (FASB) issued new guidance related to revenue recognition. Under the new guidance, recognition of revenue occurs when a customer obtains control of promised goods or services in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. In addition, the guidance requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

We adopted the guidance beginning January 1, 2018 using the modified retrospective method. We began recognizing revenue under this new guidance in the first quarter of 2018 and did not restate prior years. We applied the standard to all contracts open as of January 1, 2018. The cumulative prior period effect of applying the guidance was \$3.7 million which was recorded as a decrease to retained earnings upon adoption. This adjustment represents a deferral of revenue associated with certain performance obligations that were not fully completed as of the reporting date. In addition, with the adoption of the new guidance, we have determined that certain barter revenue and expense related to syndicated programming will no longer be recognized. The revenue and expense previously recognized for this type of barter transaction would have been approximately \$0.5 million in the second quarter of 2018 and \$1.0 million in the six months ended 2018. Other than these two items, there were no other changes to the timing and amount of revenue recognition for our contracts.

For contracts with an effective term of less than one year, and for our subscription revenue contracts, we applied certain of the standard's practical expedients relating to disclosure that permit the exclusion of quantifying and disclosing unsatisfied performance obligations. In addition, the adoption of this standard did not result in significant changes to our accounting policies, business processes, systems or controls. See discussion of our revenue policy below.

In August 2016, the FASB issued new guidance which clarifies several specific cash flow classification issues. The objective of the new guidance is to reduce the existing diversity in practice in how these cash flows are presented in the Statement of Cash Flows. The guidance updated the classification in the Statement of Cash Flows in several areas. The most relevant updates for us are the following: 1) payments made for premiums, fees paid to lenders and other related third party costs when debt is repaid early will each be classified as financing cash outflows (we have historically classified these types of cash payments as operating outflows), 2) contingent consideration payments made for acquisitions will be classified as either



operating, investing, or financing cash outflows depending on the timing and nature of the payment, 3) cash receipts received due to the settlement of insurance claims will be classified as either operating or investing cash inflows, depending on the nature of the underlying loss, 4) proceeds received from trust owned life insurance policies will be classified as investing cash inflows (we have historically classified these types of cash receipts as operating inflows), and 5) distributions received from equity method investments will be classified as either operating or investing cash inflows, depending on the amount of cash received as compared to the amount of inception to date earnings recognized on the individual investment. We adopted the guidance retrospectively beginning in the first quarter of 2018. As a result of adopting this guidance, we reclassified approximately \$0.9 million of life insurance proceeds received in the first six months of 2017 from operating to investing inflows.

In January 2016, the FASB issued new guidance that amended several elements surrounding the recognition and measurement of financial instruments. Most notably for our company, the new guidance requires equity investments (except those accounted for under the equity method of accounting, or those that result in consolidation) to be measured at fair value with changes in fair value recognized in net income. For equity investments that do not have readily determinable prices, those investments may be recorded at cost less impairments, if any, plus or minus changes in observable prices for those investments. This new guidance requires us to adjust the value of our cost method investments to account for any observable price changes in those investments. Cost method investments had previously been recorded at cost, less any impairments. We adopted the new guidance in the first quarter of 2018 and the provision discussed above has been adopted on a prospective basis. There was no impact to our financial statements as a result of adopting this new guidance.

In February 2018, the FASB issued guidance on accounting for certain tax effects that resulted from the Tax Cuts and Jobs Act, or the Act, that was enacted into law as of December 22, 2017. The guidance addresses the accounting for amounts that had previously been recorded in accumulated other comprehensive income on a net tax basis, using the tax rate that was in effect at the time. Due to the reduction in the tax rates under the Act, certain tax effects were "stranded" in accumulated other comprehensive income. This new guidance allows these stranded tax effects to be reclassified from accumulated other comprehensive income to retained earnings. Other tax amounts stranded in accumulated other comprehensive income due to reasons other than the Act may not be reclassified. As a result of adopting this guidance, in the first quarter of 2018, we reclassified approximately \$24.8 million from accumulated other comprehensive income to retained earnings. We believe that reclassifying these amounts more accurately presents the balance of accumulated other comprehensive loss.

In November 2016, the FASB issued guidance on the presentation of restricted cash which requires that on the statement of cash flows, amounts generally described as restricted cash or restricted cash equivalents should be included within the beginning and ending balances of cash and cash equivalents. We adopted this guidance in the first quarter of 2018 on a retrospective basis. As a result, restricted cash amounts that have historically been included in prepaid expenses and other current assets and investments and other assets on our Consolidated Balance Sheets are now included with cash and cash equivalents on the Consolidated Statements of Cash Flows. We did not have any restricted cash as of June 30, 2018, however, these restricted cash balances totaled \$29.2 million as of December 31, 2017, \$32.8 million as of June 30, 2017 and \$28.2 million as of December 31, 2016. Our restricted cash is used to pay deferred compensation and TEGNA Supplemental Retirement Plan (SERP) obligations. The adoption of this standard did not change our balance sheet presentation. See Note 10 for additional information about our restricted cash balances.

**New accounting pronouncements not yet adopted:** In February 2016, the FASB issued new guidance related to leases which will require lessees to recognize assets and liabilities on the balance sheet for leases with lease terms of more than 12 months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the balance sheet—the new guidance will require both types of leases to be recognized on the balance sheet. The new guidance is effective for us beginning in the first quarter of 2019. In July 2018, the FASB issued an amendment giving companies the option to apply the requirements of the standard in the period of adoption (January 1, 2019 for us), with no restatement of prior periods. A cumulative effect of applying the guidance would be recorded to the opening balance of retained earnings. We plan to utilize this adoption method. We are currently evaluating the effect the standard will have on our consolidated financial statements and related disclosures, but currently we estimate that our total assets and liabilities as presented on our Condensed Consolidated Balance Sheet as of June 30, 2018, will increase by less than 5% as a result of adopting this standard. Additionally, we do not expect there to be a significant difference in our pattern of lease expense recognition under the new standard.

In June 2016, the FASB issued new guidance related to the measurement of credit losses on financial instruments. The new guidance changes the way credit losses on accounts receivable are estimated. Under current GAAP, credit losses on accounts receivable are recognized once it is probable that such losses will occur. Under the new guidance, we will be required to estimate credit losses based on the expected amount of future collections which may result in earlier recognition of allowance for doubtful accounts. The new guidance is effective for public companies beginning in the first quarter of 2020 and will be adopted using a modified retrospective approach. We are currently evaluating the effect this new guidance will have on our consolidated financial statements and related disclosures.

**Revenue recognition:** Revenue is recognized upon transfer of control of promised services to our customers in an amount that reflects the consideration we expect to receive in exchange for those services. Revenue is recognized net of any taxes

collected from customers, which are subsequently remitted to governmental authorities. Amounts received from customers in advance of providing services to our customers are recorded as deferred revenue.

Our primary source of revenue is earned through the sale of advertising and marketing services (AMS). This revenue stream includes all sources of our traditional television and radio advertising, as well as digital revenues including Premion, our digital marketing services business unit and other digital advertising across our platforms. Contracts within this revenue stream are short-term in nature (most often three months or less). Contracts generally consist of multiple deliverables, such as television commercials, or digital advertising solutions, that we have identified as individual performance obligations. Before performing under the contract we establish the transaction price with our customer based on the agreed upon rates for each performance obligation. There is no material variability in the transaction price during the term of the contract.

Revenue is recognized as we deliver our performance obligations to our customers. For our AMS revenue stream, we measure our performance based on the airing of the individual television commercials or display of digital advertisements. This measure is most appropriate as it aligns our revenue recognition with the value we are providing to our customers. The price of each individual commercial and digital advertisement is negotiated with our customer and is determined based on multiple factors, including, but not limited to, the programming and day-part selected, supply of available inventory, our station's viewership ratings and overall market conditions (e.g., timing of year and strength of U.S. economy). Customers are billed monthly and payment is generally due 30 days after the date of invoice. Commission costs related to these contracts are expensed as incurred due to the short term nature of the contracts.

We also earn subscription revenue from retransmission consent contracts with multichannel video programming distributors (e.g., cable and satellite providers) and over the top providers (companies that deliver video content to consumers over the Internet). Under these multi-year contracts, we have performance obligations to provide our customers with our stations' signals, as well as our consent to retransmit those signals to their customers. Subscription revenue is recognized in accordance with the guidance for licensing intellectual property utilizing a usage based method. The amount of revenue earned is based on the number of subscribers to which our customers retransmit our signal to, and the negotiated fee per subscriber included in our contract agreement. Our customers submit payments monthly, generally within 60-90 days after the month that service was provided. Our performance obligations are satisfied, and revenue is recognized, as we provide our consent for our customers to retransmit our signal. This measure toward satisfaction of our performance obligations and recognition of revenue is the most appropriate as it aligns our revenue recognition with the value that we are delivering to our customers through our retransmission consent.

We also generate revenue from the sale of political advertising. Contracts within this revenue stream are short term in nature (typically weekly or monthly buys during political campaigns). Customers pre-pay these contracts and we therefore defer the associated revenue until the advertising has been delivered, at which time we have satisfied our performance obligations and recognize revenue. Commission costs related to these contracts are expensed as incurred due to the short term nature of the contracts.

Our remaining revenue is comprised of various other services, primarily production services (for news content and commercials) and sublease rental income. Revenue is recognized as these various services are provided to our customers.

In instances where we sell services from more than one revenue stream to the same customer at the same time, we recognize one contract and allocate the transaction price to each deliverable element (e.g. performance obligation) based on the relative fair value of each element.

Revenue earned by categories in the second quarter and six months of 2018 and 2017 are shown below (amounts in thousands):

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
AMS	\$ 281,847	\$ 296,346	\$ 564,786	\$ 565,358
Subscription	209,363	180,343	414,919	362,652
Political	25,709	7,446	33,315	9,604
Other	7,161	5,234	13,150	10,825
<b>Total revenue</b>	<b>\$ 524,080</b>	<b>\$ 489,369</b>	<b>\$ 1,026,170</b>	<b>\$ 948,439</b>

**NOTE 2 – Goodwill and other intangible assets**

The following table displays goodwill, indefinite-lived intangible assets, and amortizable intangible assets as of June 30, 2018 and December 31, 2017 (in thousands):

	June 30, 2018		Dec. 31, 2017	
	Gross	Accumulated Amortization	Gross	Accumulated Amortization
Goodwill	\$ 2,596,505	\$ —	\$ 2,579,417	\$ —
Indefinite-lived intangibles:				
Television and radio station FCC licenses	1,384,186	—	1,191,950	—
Amortizable intangible assets:				
Retransmission agreements	121,594	(70,671)	110,191	(62,355)
Network affiliation agreements	110,390	(24,622)	43,485	(19,371)
Other	28,865	(7,571)	15,763	(6,394)
Total indefinite-lived and amortizable intangible assets	\$ 1,645,035	\$ (102,864)	\$ 1,361,389	\$ (88,120)

Our retransmission agreements and network affiliation agreements are amortized on a straight-line basis over their estimated useful lives. Other intangibles primarily include customer relationships and favorable lease agreements which are amortized on a straight-line basis over their useful lives.

On February 15, 2018 we acquired a business consisting of assets in San Diego: KFMB-TV (the CBS affiliated station), KFMB-D2 (the CW station), and radio stations KFMB-AM and KFMB-FM (collectively KFMB). The estimated transaction price is \$328.4 million, which includes a pending final working capital adjustment of \$2.5 million. The initial transaction price of \$325.9 million was paid in cash and funded through the use of available cash and borrowings under our revolving credit facility (see Note 5). In connection with this acquisition, we recorded indefinite lived intangible assets for FCC licenses of \$192.2 million and amortizable intangible assets of \$91.4 million, primarily related to retransmission and network affiliation agreements. The amortizable assets will be amortized over a weighted average period of 10 years. We also recognized goodwill of \$17.1 million as a result of the acquisition.

The fair value of the assets acquired and liabilities assumed were based on a preliminary valuation and, as such, our estimates and assumptions are subject to change as additional information is obtained about the facts and circumstances that existed as of the acquisition date. The primary area of purchase price allocation not yet finalized relates to income taxes.

**NOTE 3 – Investments and other assets**

Our investments and other assets consisted of the following as of June 30, 2018, and December 31, 2017 (in thousands):

	June 30, 2018	Dec. 31, 2017
Cash value life insurance	\$ 51,163	\$ 51,188
Equity method investments	31,910	27,098
Cost method investments	20,637	17,374
Deferred debt issuance cost	10,709	6,048
Other long term assets	35,322	35,458
Total	\$ 149,741	\$ 137,166

*Cash value life insurance:* We are the beneficiary of life insurance policies on the lives of certain employees/retirees, which are recorded at their cash surrender value as determined by the insurance carrier. These policies are utilized as a partial funding source for deferred compensation and other non-qualified employee retirement plans. Gains and losses on these investments are included in Other non-operating expenses within our Consolidated Statement of Income and were not material for all periods presented.

*Equity method investments:* We hold several strategic equity method investments. Our largest equity method investment is our ownership in CareerBuilder, of which we own approximately 17% (or approximately 12% on a fully-diluted basis) and has an investment balance of \$20.8 million as of June 30, 2018. Our ownership stake provides us with two seats on CareerBuilder's board of directors and thus we concluded that we have significant influence over the entity.

On May 14, 2018, CareerBuilder sold Economic Modeling LLC (also known as EMSI). As a result, we received a dividend of \$9.9 million in connection with the sale commensurate with our equity ownership in CareerBuilder. Our share of CareerBuilder's gain on the sale was approximately \$16.8 million which is included in Equity income (loss) in consolidated investments, net, on our Consolidated Statements of Income. During the six months ended June 30, 2018, we recorded \$14.8 million in equity income from our CareerBuilder investment.

#### NOTE 4 – Income taxes

The total amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate was approximately \$10.5 million as of June 30, 2018, and \$10.7 million as of December 31, 2017. The amount of accrued interest and penalties payable related to unrecognized tax benefits was \$1.8 million as of June 30, 2018, and \$1.6 million as of December 31, 2017.

It is reasonably possible that the amount of unrecognized benefits with respect to certain of our unrecognized tax positions will increase or decrease within the next 12 months. These changes may be the result of settlement of ongoing audits, lapses of statutes of limitations or other regulatory developments. At this time, we estimate the amount of gross unrecognized tax positions may be reduced by up to approximately \$4.0 million within the next 12 months primarily due to lapses of statutes of limitations and settlement of ongoing audits in various jurisdictions.

Pub. L. No. 115-97, commonly referred to as the Tax Cuts and Jobs Act, or the Act, was enacted into law as of December 22, 2017. Among other provisions, the Act reduced the federal tax rate to 21% effective for us as of January 1, 2018. On the same date, the SEC staff issued Staff Accounting Bulletin No. 118 to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Act. We recognized the provisional tax impacts related to the revaluation of deferred tax assets and liabilities and included these amounts in our consolidated financial statements for the year ended December 31, 2017. The ultimate impact may differ from these provisional amounts, possibly materially, due to, among other things, additional analysis, changes in interpretations and assumptions we have made, additional regulatory guidance that may be issued, and actions we may take as a result of the Act. Our accounting is expected to be complete when our 2017 U.S. federal and state corporate income tax returns are filed in late 2018. During the six month period ending June 30, 2018, there were no changes made to the provisional amounts recognized in 2017. We will continue to analyze the effects of the Act on our consolidated financial statements. Additional impacts from the enactment will be recorded as they are identified during the measurement period as provided for in Staff Accounting Bulletin No. 118.

#### NOTE 5 – Long-term debt

Our long-term debt is summarized below (in thousands):

	June 30, 2018	Dec. 31, 2017
Unsecured floating rate term loan due quarterly through August 2018	\$ 4,700	\$ 20,500
VIE unsecured floating rate term loans due quarterly through December 2018	323	646
Unsecured floating rate term loan due quarterly through June 2020	80,000	100,000
Unsecured floating rate term loan due quarterly through September 2020	195,000	225,000
Borrowings under revolving credit agreement expiring June 2023	186,000	—
Unsecured notes bearing fixed rate interest at 5.125% due October 2019	320,000	320,000
Unsecured notes bearing fixed rate interest at 5.125% due July 2020	600,000	600,000
Unsecured notes bearing fixed rate interest at 4.875% due September 2021	350,000	350,000
Unsecured notes bearing fixed rate interest at 6.375% due October 2023	650,000	650,000
Unsecured notes bearing fixed rate interest at 5.50% due September 2024	325,000	325,000
Unsecured notes bearing fixed rate interest at 7.75% due June 2027	200,000	200,000
Unsecured notes bearing fixed rate interest at 7.25% due September 2027	240,000	240,000
Total principal long-term debt	3,151,023	3,031,146
Debt issuance costs	(18,051)	(20,551)
Other (fair market value adjustments and discounts)	(1,512)	(2,902)
Total long-term debt	3,131,460	3,007,693
Less current portion of long-term debt maturities	323	646
Long-term debt, net of current portion	\$ 3,131,137	\$ 3,007,047

On February 15, 2018, we borrowed \$220.0 million under the revolving credit facility primarily to finance the acquisition of KFMB.

On June 21, 2018, we entered into an amendment of our Amended and Restated Competitive Advance and Revolving Credit Agreement. Under the amended terms, the \$1.51 billion of revolving credit commitments and letter of credit commitments have been extended until June 21, 2023. The amendment also extended our permitted total leverage ratio to remain at 5.0x through June 30, 2019, reducing to 4.75x for the fiscal quarter ending September 30, 2019 through the end of the fiscal quarter ending June 30, 2020, and then reducing to 4.50x for the fiscal quarter ending September 30, 2020 and thereafter.

As of June 30, 2018, we had unused borrowing capacity of \$1.30 billion under our revolving credit facility.

#### NOTE 6 – Retirement plans

Our principal defined benefit pension plan is the TEGNA Retirement Plan (TRP). The disclosure table below includes the pension expenses of the TRP and the Supplemental Retirement Plan (SERP). In connection with our acquisition of KFMB, we assumed its preexisting pension plan which, as of the acquisition date, had a total net pension obligation of \$7.3 million. All plan participants' benefits were frozen prior to the acquisition date. During the second quarter of 2018, the KFMB pension plan was merged into the TRP. The total net pension obligations, both current and non-current liabilities, as of June 30, 2018, were \$142.1 million (\$5.1 million is recorded as a current obligation within accrued liabilities on the Condensed Consolidated Balance Sheet).

Our pension costs, which primarily include costs for the qualified TRP and the non-qualified SERP plan, are presented in the following table (in thousands):

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Service cost-benefits earned during the period	\$ 6	\$ 311	\$ 6	\$ 436
Interest cost on benefit obligation	5,074	6,056	10,224	11,981
Expected return on plan assets	(7,480)	(6,511)	(14,930)	(13,161)
Amortization of prior service cost	34	167	84	317
Amortization of actuarial loss	1,293	2,187	2,543	4,162
Lump-sum payment charge	—	—	6,300	—
Expense for company-sponsored retirement plans	<u>\$ (1,073)</u>	<u>\$ 2,210</u>	<u>\$ 4,227</u>	<u>\$ 3,735</u>

The service cost component of our pension expense is recorded within the operating expense line items Cost of revenue, Business units - Selling, general and administrative, and Corporate - General and administrative within the Consolidated Statements of Income. All other components of the pension expense are included within the Other non-operating items line item of the Consolidated Statements of Income.

During the six months ended June 30, 2018 we made \$6.4 million in cash contributions to the TRP, and plan to make additional contributions of \$4.7 million to the TRP during the remainder of 2018. We made \$1.7 million in cash contributions to the TRP during the six months ended June 30, 2017. During the six months ended June 30, 2018 and 2017, we made benefit payments to participants of the SERP of \$28.8 million and \$3.8 million, respectively.

In the first quarter of 2018, we incurred a special charge as a result of the lump sum payments under the SERP plan. This charge of \$6.3 million was reclassified from accumulated other comprehensive income (loss) into net periodic benefit cost.

**NOTE 7 – Supplemental equity information**

The following table summarizes equity account activity for the six months ended June 30, 2018 and 2017 (in thousands):

	TEGNA Inc. Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance at Dec. 31, 2017	\$ 995,041	\$ —	\$ 995,041
Comprehensive income:			
Net income	147,699	—	147,699
Other comprehensive income	7,026	—	7,026
Total comprehensive income	154,725	—	154,725
Dividends declared	(30,122)	—	(30,122)
Stock-based compensation	7,967	—	7,967
Treasury shares acquired	(5,831)	—	(5,831)
Impact from adoption of new revenue standard	(3,724)	—	(3,724)
Other activity, including shares withheld for employee taxes	(1,145)	—	(1,145)
Balance at June 30, 2018	<u>\$ 1,116,911</u>	<u>\$ —</u>	<u>\$ 1,116,911</u>
Balance at Dec. 31, 2016	\$ 2,271,418	\$ 281,587	\$ 2,553,005
Comprehensive income:			
Net loss	(72,638)	(55,892)	(128,530)
Redeemable noncontrolling interests (income not available to shareholders)	—	(2,832)	(2,832)
Other comprehensive income	9,438	4,409	13,847
Total comprehensive loss	(63,200)	(54,315)	(117,515)
Dividends declared	(45,055)	—	(45,055)
Stock-based compensation	10,160	—	10,160
Treasury shares acquired	(8,453)	—	(8,453)
Spin-off of Cars.com	(1,510,342)	—	(1,510,342)
Other activity, including shares withheld for employee taxes	(5,443)	(2,179)	(7,622)
Balance at June 30, 2017	<u>\$ 649,085</u>	<u>\$ 225,093</u>	<u>\$ 874,178</u>

The following table summarizes the components of, and the changes in, Accumulated Other Comprehensive Loss (AOCL), net of tax and noncontrolling interests (in thousands):

	Retirement Plans	Foreign Currency Translation	Other	Total
<b>Quarters Ended:</b>				
Balance at Mar. 31, 2018	\$ (126,257)	\$ 264	\$ —	\$ (125,993)
Other comprehensive income before reclassifications	—	283	—	283
Amounts reclassified from AOCL	969	—	—	969
Total other comprehensive income	969	283	—	1,252
Balance at June 30, 2018	\$ (125,288)	\$ 547	\$ —	\$ (124,741)
<b>Six Months Ended:</b>				
Balance at Mar. 31, 2017	\$ (126,063)	\$ (27,363)	\$ (7,965)	\$ (161,391)
Other comprehensive income before reclassifications	—	3,755	586	4,341
Amounts reclassified from AOCL	1,431	—	9,743	11,174
Other comprehensive income	1,431	3,755	10,329	15,515
Balance at June 30, 2017	\$ (124,632)	\$ (23,608)	\$ 2,364	\$ (145,876)
<b>Quarters Ended:</b>				
Balance at Dec. 31, 2017	\$ (107,037)	\$ 114	\$ —	\$ (106,923)
Other comprehensive income before reclassifications	—	433	—	433
Amounts reclassified from AOCL	6,593	—	—	6,593
Total other comprehensive income	6,593	433	—	7,026
Reclassification of stranded tax effects to retained earnings	(24,844)	—	—	(24,844)
Balance at June 30, 2018	\$ (125,288)	\$ 547	\$ —	\$ (124,741)
<b>Six Months Ended:</b>				
Balance at Dec. 31, 2016	\$ (127,341)	\$ (28,560)	\$ (5,672)	\$ (161,573)
Other comprehensive income (loss) before reclassifications	—	4,952	(1,707)	3,245
Amounts reclassified from AOCL	2,709	—	9,743	12,452
Other comprehensive income	2,709	4,952	8,036	15,697
Balance at June 30, 2017	\$ (124,632)	\$ (23,608)	\$ 2,364	\$ (145,876)

Reclassifications from AOCL to the Statement of Income are comprised of pension and other post-retirement components. Pension and other post retirement reclassifications are related to the amortization of prior service costs, amortization of actuarial losses, and a lump-sum payment charge related to our SERP plan. Amounts reclassified out of AOCL are summarized below (in thousands):

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Amortization of prior service (credit) cost	\$ (101)	\$ 32	\$ (201)	\$ 32
Amortization of actuarial loss	1,403	2,295	2,753	4,370
Reclassification of available for sale investment	—	9,743	—	9,743
Lump-sum payment charge	—	—	6,300	—
Total reclassifications, before tax	1,302	12,070	8,852	14,145
Income tax effect	(333)	(896)	(2,259)	(1,693)
Total reclassifications, net of tax	\$ 969	\$ 11,174	\$ 6,593	\$ 12,452

#### Performance Share Award Program

During the first quarter of 2018, the Leadership Development and Compensation Committee (LDCC) of the Board of Directors established new performance metrics for long-term incentive awards under the Company's 2001 Omnibus Incentive Compensation Plan (Amended and restated as of May 4, 2010), as amended (Plan), for our executives designed to better reflect TEGNA as a pure-play broadcaster. On March 1, 2018, we granted certain employees performance share awards (PSAs) reflecting these new metrics with an aggregate target award of approximately 0.6 million shares of our common stock.

The number of shares earned under the March 1 PSAs will be determined based on the achievement of certain financial performance criteria (adjusted EBITDA and free cash flow as defined by the PSA) over a two-year cumulative financial performance period. If the financial performance criteria are met and certified by the LDCC, the shares earned under the PSA will be subject to an additional one year service period before the common stock is released to the employees. The PSAs do not pay dividends or allow voting rights during the performance period. Therefore, the fair value of the PSA is the quoted market value of our stock on the grant date less the present value of the expected dividends not received during the relevant performance period. The PSA provides the LDCC with limited discretion to make adjustments to the financial targets to ensure consistent year-to-year comparison for the performance criteria.

For expense recognition, in the period it becomes probable that the minimum performance criteria specified in the PSA will be achieved, we will recognize expense for the proportionate share of the total fair value of the shares subject to the PSA related to the vesting period that has already lapsed. Each reporting period we will adjust the fair value of the PSAs to the quoted market value of our stock price. In the event we determine it is no longer probable that we will achieve the minimum performance criteria specified in the PSA, we will reverse all of the previously recognized compensation expense in the period such a determination is made.



**NOTE 8 – Earnings per share**

Our earnings per share (basic and diluted) are presented below (in thousands of dollars, except per share amounts):

	Quarter ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Net income from continuing operations	\$ 92,512	\$ 49,270	\$ 147,699	\$ 93,928
Loss from discontinued operations, net of tax	—	(241,699)	—	(222,458)
Net income attributable to noncontrolling interests from discontinued operations	—	62,077	—	55,892
Net income (loss) attributable to TEGNA Inc.	\$ 92,512	\$ (130,352)	\$ 147,699	\$ (72,638)
Weighted average number of common shares outstanding - basic	216,342	215,501	216,309	215,404
<i>Effect of dilutive securities:</i>				
Restricted stock units	2	818	90	905
Performance share units	—	761	108	651
Stock options	171	732	246	731
Weighted average number of common shares outstanding - diluted	216,515	217,812	216,753	217,691
Earnings from continuing operations per share - basic	\$ 0.43	\$ 0.23	\$ 0.68	\$ 0.44
Loss from discontinued operations per share - basic	—	(0.83)	—	(0.77)
Net income (loss) per share - basic	\$ 0.43	\$ (0.60)	\$ 0.68	\$ (0.33)
Earnings from continuing operations per share - diluted	\$ 0.43	\$ 0.23	\$ 0.68	\$ 0.43
Loss from discontinued operations per share - diluted	—	(0.83)	—	(0.77)
Net income (loss) per share - diluted	\$ 0.43	\$ (0.60)	\$ 0.68	\$ (0.34)

Our calculation of diluted earnings per share includes the impact of the assumed vesting of outstanding restricted stock units, performance share units, and the exercise of outstanding stock options based on the treasury stock method when dilutive. The diluted earnings per share amounts exclude the effects of approximately 431,000 and 259,000 stock awards for the three and six months ended June 30, 2018, respectively; and 229,000 and 165,000 for the three and six months ended June 30, 2017, respectively, as their inclusion would be accretive to earnings per share.

**NOTE 9 – Fair value measurement**

We measure and record in the accompanying condensed consolidated financial statements certain assets and liabilities at fair value. U.S. GAAP establishes a hierarchy for those instruments measured at fair value that distinguishes between market data (observable inputs) and our own assumptions (unobservable inputs). The hierarchy consists of three levels:

- Level 1 - Quoted market prices in active markets for identical assets or liabilities;
- Level 2 - Inputs other than Level 1 inputs that are either directly or indirectly observable; and
- Level 3 - Unobservable inputs developed using our own estimates and assumptions, which reflect those that a market participant would use.

Our deferred compensation investments were valued using Level 1 inputs with a fair value of \$14.6 million as of December 31, 2017. Our deferred compensation assets were invested in a fixed income mutual fund. During the first quarter of 2018, we liquidated the deferred compensation investment to cover payments made to SERP participants (see Note 6).

Cost method investments in private companies are recorded at cost, less impairments, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment. The carrying value of these investments was \$20.6 million as of June 30, 2018 and \$17.4 million as of December 31, 2017. During the six months ended June 30, 2018 there were no events or changes in circumstance that suggested an impairment or an observable price change to any of these investments. The cost method investments are classified in Level 3 of the fair value hierarchy.

We additionally hold other financial instruments, including cash and cash equivalents, receivables, accounts payable and debt. The carrying amounts for cash and cash equivalents, receivables and accounts payable approximated their fair values. The fair value of our total debt, based on the bid and ask quotes for the related debt (Level 2), totaled \$3.20 billion at June 30, 2018, and \$3.16 billion at December 31, 2017.

#### NOTE 10 – Supplemental cash flow information

The following table provides a reconciliation of cash and cash equivalents, as reported on our Condensed Consolidated Balance Sheets, to cash, cash equivalents, and restricted cash, as reported on our Condensed Consolidated Statement of Cash Flows (in thousands):

	June 30, 2018	Dec. 31, 2017	June 30, 2017	Dec. 31, 2016
<b>Cash and cash equivalents included in:</b>				
Continuing operations	\$ 24,503	\$ 98,801	\$ 65,669	\$ 15,879
Discontinued operations	—	—	78,762	61,041
<b>Restricted cash equivalents included in:</b>				
Prepaid expenses and other current assets	—	29,240	—	—
Investments and other assets	—	—	32,783	28,197
Cash, cash equivalents and restricted cash	<u>\$ 24,503</u>	<u>\$ 128,041</u>	<u>\$ 177,214</u>	<u>\$ 105,117</u>

Our restricted cash equivalents consist of highly liquid investments that were held within a rabbi trust and are used to pay our deferred compensation and SERP obligations.

The following table provides additional information about cash flows related to interest and taxes (in thousands):

	Six months ended June 30,	
	2018	2017
<b>Supplemental cash flow information:</b>		
Cash paid for income taxes, net of refunds	\$ 37,013	\$ 64,999
Cash paid for interest	\$ 91,360	\$ 104,834

#### NOTE 11 – Other matters

##### Commitments, contingencies and other matters

We, along with a number of our subsidiaries, are defendants in judicial and administrative proceedings involving matters incidental to our business. We do not believe that any material liability will be imposed as a result of these matters.

##### FCC Broadcast Spectrum Program

In April 2017, the FCC announced the completion of a voluntary incentive auction to reallocate certain spectrum currently occupied by television broadcast stations to mobile wireless broadband services, along with a related “repacking” of the television spectrum for remaining television stations. None of our stations will relinquish any spectrum rights as a result of the auction, and accordingly we will not receive any incentive auction proceeds. The FCC has, however, notified us that 13 of our stations will be repacked to new channels. The repacking requires that certain television stations move to different channels, and some stations may have smaller service areas and/or experience additional interference. The legislation authorizing the incentive auction and repacking established a \$1.75 billion fund for reimbursement of costs incurred by stations required to change channels in the repacking. Subsequent legislation enacted on March 23, 2018, appropriated an additional \$1 billion for the repacking fund, of which up to \$750 million may be made available to repacked full power and Class A television stations and multichannel video programming distributors. Other funds are earmarked to assist affected low power television stations, television translator stations, and FM radio stations, as well for consumer education efforts. Some of our television translator stations have been or will be displaced as a result of the repacking, and thus may be eligible under the new repacking funds appropriation to seek reimbursement for costs incurred as a result of such displacement. No reimbursement funds will be available to television translator stations until the FCC completes a rulemaking to govern reimbursement requests by such stations, and there is no guarantee that all costs will be reimbursed. The FCC is statutorily required to complete its rulemaking regarding these reimbursements by March 23, 2019.

The repacking process is scheduled to occur over a 39-month period, divided into ten phases. Our full power stations have been assigned to phases two through nine, and a majority of our capital expenditures in connection with the repack will occur in

2018 and 2019. To date, we have incurred approximately \$4.5 million in capital expenditures for the spectrum repack project (of which \$3.2 million was purchased during the first six months of 2018). During the second quarter of 2018, we began receiving FCC reimbursements which totaled \$2.0 million. The reimbursements were recorded as a contra operating expense within our asset impairment and facility consolidation charges line item on our Consolidated Statement of Income and reported as an investing inflow on the Consolidated Statement of Cash Flows.

Each repacked full power commercial television station, including each of our 13 repacked stations, has been allocated a reimbursement amount equal to approximately 92.5% of the station's estimated repacking costs, as verified by the FCC's fund administrator. Although we expect the FCC to make additional allocations from the fund, it is not guaranteed that the FCC will approve all reimbursement requests necessary to completely reimburse each repacked station for all amounts incurred in connection with the repack. Beyond the potential for not being reimbursed for all amounts we incur, it is still too early to predict the ultimate impact of the incentive auction and repacking upon our business.

#### NOTE 12 – Discontinued operations

##### Cars.com spin-off

On May 31, 2017, we completed the previously announced spin-off of Cars.com. The spin-off was effected through a pro rata distribution of all outstanding common shares of Cars.com to TEGNA stockholders of record at the close of business on May 18, 2017 (the Record Date). Stockholders retained their TEGNA shares and received one share of Cars.com for every three shares of TEGNA stock they owned on the Record Date. Cars.com began "regular way" trading on the New York Stock Exchange on June 1, 2017 under the symbol "CARS".

##### CareerBuilder Sale

On July 31, 2017, we sold our majority ownership interest in CareerBuilder to an investor group led by investment funds managed by affiliates of Apollo Global Management, LLC, a leading global alternative investment manager, and the Ontario Teachers' Pension Plan Board. Our share of the pre-tax net cash proceeds from the sale was \$198.3 million. As part of the agreement, we remain an ongoing partner in CareerBuilder, retaining an approximately 17% interest (or approximately 12% on a fully-diluted basis) and two seats on CareerBuilder's 10 person board. Following the sale, CareerBuilder is no longer consolidated within our reported operating results. Our remaining ownership interest is being accounted for as an equity method investment. In the first six months of 2018, we recorded \$14.8 million of equity earnings from our remaining interest in CareerBuilder.

##### Financial Statement Presentation of Digital Segment

As a result of the Cars.com and CareerBuilder transactions described above, the operating results of our former Digital Segment have been included in discontinued operations in the Consolidated Statements of Income for the prior year period.

The following table presents the financial results of discontinued operations (in thousands):

	Quarter ended June 30, 2017	Six months ended June 30, 2017
Revenues	\$ 272,746	\$ 592,147
Operating expenses	577,492	866,627
Loss from discontinued operations, before income taxes	(304,535)	(276,205)
Benefit for income taxes	62,836	53,747
Income from discontinued operations, net of tax	(241,699)	(222,458)
Net loss attributable to noncontrolling interests from discontinued operations	\$ 62,077	\$ 55,892

The financial results reflected above may not represent our former Digital stand alone operating results, as the results reported within income from discontinued operations, net, include only certain costs that are directly attributable to those businesses and exclude certain corporate overhead costs that were previously allocated. For earnings per share information on discontinued operations, see Note 8.

In our Condensed Consolidated Statement of Cash Flows, the cash flows from discontinued operations are not separately classified, but supplemental cash flow information for these business units is presented below. The depreciation, amortization, and significant cash investing items of the discontinued operations were as follows (in thousands):

	<b>Six Months ended June 30, 2017</b>	
Depreciation	\$	19,569
Amortization of intangible assets		40,300
Capital expenditures	\$	34,482

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Company Overview

We are an innovative media company that serves the greater good of our communities through empowering stories, impactful investigations and innovative marketing services. With 47 television stations in 39 U.S. markets, we are the largest owner of big four network affiliates in the top 25 markets, reaching approximately one-third of all television households nationwide. Each television station also has a robust digital presence across online, mobile and social platforms, reaching consumers whenever, wherever they are. Each month, we reach approximately 50 million consumers on-air and approximately 30 million across our digital platforms. We have been consistently honored with the industry's top awards, including Edward R. Murrow, George Polk, Alfred I. DuPont and Emmy Awards. Beyond integrated broadcast advertising products and services, we deliver results for advertisers through innovative solutions including our Over the Top (OTT) local advertising network, Premion; and our digital marketing services (DMS) business, a one-stop shop for local businesses to connect with consumers through digital marketing.

We operate one operating and reportable segment. The primary sources of our revenues are: 1) advertising & marketing services revenues, which include local and national non-political advertising, digital marketing services (including Premion), and advertising on the stations' websites and tablet and mobile products; 2) subscription revenues, reflecting fees paid by satellite, cable, OTT (companies that deliver video content to consumers over the Internet) and telecommunications providers to carry our television signals on their systems; 3) political advertising revenues, which are driven by even year election cycles at the local and national level (e.g. 2018, 2016) and particularly in the second half of those years; and 4) other services, such as production of programming from third parties and production of advertising material.

Our business continues to evolve toward more predictable and less cyclical subscription-based revenue streams. Subscription revenue now represents approximately 40% of our total revenues and we expect this percentage to continue to increase. Our balance sheet combined with these strong accelerating dependable cash flows provide us the ability to pursue the path that offers the most attractive return on capital at any given point in time. We have a broad set of capital deployment opportunities ranging from retiring debt to create additional future flexibility, to investing in original, relevant and engaging content, to investing in growth businesses like our new OTT advertising service Premion, to value accretive acquisition-related growth. We will continue to review all opportunities in a disciplined manner, both strategically and financially. In the near-term, our priorities continue to be maintaining a strong balance sheet, enabling organic growth, acquiring attractively priced strategic assets and returning capital to shareholders in the form of dividends and opportunistic share repurchases.

Our corporate costs are separated from our business expenses and are recorded as general and administrative expenses in our Consolidated Income Statement. These costs include activities that are not directly attributable or allocable to our media business operations. This category primarily consists of broad corporate management functions including legal, human resources, and finance, as well as activities and costs not directly attributable to the operations of our media business.

On February 15, 2018, we acquired assets in San Diego consisting of KFMB-TV (the CBS affiliated station), KFMB-D2 (CW channel) and radio broadcast stations KFMB-AM and KFMB-FM (collectively KFMB). The estimated transaction price is \$328.4 million, which includes a pending final working capital adjustment of \$2.5 million. Through this transaction, we added a strong market to our portfolio. San Diego is the 29th largest U.S. TV market with 1.1 million households and the 17th largest radio market. KFMB-TV is the long-standing market leader in San Diego. It leads the market in audience ratings and share across all demographics and is number one in news across all major time slots. As a result of this acquisition, our U.S. television household reach increased by more than one million or one percentage point.

## Consolidated Results from Operations

The following discussion is a comparison of our consolidated results from continuing operations on a GAAP basis. The year-to-year comparison of financial results is not necessarily indicative of future results. In addition, see the section on page 25 titled 'Results from Operations - Non-GAAP Information' for additional tables presenting information which supplements our financial information provided on a GAAP basis. Our consolidated results of continuing operations on a GAAP basis were as follows (in thousands, except per share amounts):

	Quarter ended June 30,			Six months ended June 30,		
	2018	2017	Change	2018	2017	Change
<b>Revenues</b>	\$ 524,080	\$ 489,369	7%	\$ 1,026,170	\$ 948,439	8%
<b>Operating expenses:</b>						
Cost of revenues, exclusive of depreciation	264,294	229,683	15%	522,787	461,091	13%
Business units - Selling, general and administrative expenses, exclusive of depreciation	78,933	75,302	5%	152,554	143,731	6%
Corporate - General and administrative expenses, exclusive of depreciation	11,221	14,248	(21%)	23,929	29,581	(19%)
Depreciation	13,861	13,318	4%	27,332	26,535	3%
Amortization of intangible assets	7,962	5,388	48%	14,744	10,777	37%
Asset impairment and facility consolidation (gains) charges	(6,326)	1,350	***	(6,326)	3,533	***
<b>Total operating expenses</b>	\$ 369,945	\$ 339,289	9%	\$ 735,020	\$ 675,248	9%
<b>Total operating income</b>	\$ 154,135	\$ 150,080	3%	\$ 291,150	\$ 273,191	7%
Non-operating items	(33,868)	(76,897)	(56%)	(95,311)	(135,855)	(30%)
Provision for income taxes	27,755	23,913	16%	48,140	43,408	11%
<b>Net income from continuing operations</b>	\$ 92,512	\$ 49,270	88%	\$ 147,699	\$ 93,928	57%
Earnings from continuing operations per share - basic	\$ 0.43	\$ 0.23	87%	\$ 0.68	\$ 0.44	55%
Earnings from continuing operations per share - diluted	\$ 0.43	\$ 0.23	87%	\$ 0.68	\$ 0.43	58%

\*\*\* Not meaningful

## Revenues

Our Advertising and Marketing Services (AMS) category includes all sources of our traditional television advertising and digital revenues including Premion, DMS and other digital advertising and marketing revenues across our platforms. Our Subscription revenue category includes revenue earned from cable and satellite providers for the right to carry our signals and the distribution of TEGNA stations on OTT streaming services.

The following table summarizes the year-over-year changes in our revenue categories (in thousands):

	Quarter ended June 30,			Six months ended June 30,		
	2018	2017	Change	2018	2017	Change
Advertising & Marketing Services	\$ 281,847	\$ 296,346	(5%)	\$ 564,786	\$ 565,358	0%
Subscription	209,363	180,343	16%	414,919	362,652	14%
Political	25,709	7,446	***	33,315	9,604	***
Other	7,161	5,234	37%	13,150	10,825	21%
<b>Total</b>	\$ 524,080	\$ 489,369	7%	\$ 1,026,170	\$ 948,439	8%

\*\*\* Not meaningful

Revenues increased \$34.7 million, or 7%, in the second quarter of 2018 compared to the same period in 2017. This net increase was primarily due to an increase in subscription revenue of \$29.0 million, or 16%, in the second quarter of 2018, primarily due to annual rate increases under existing retransmission agreements and increases from OTT streaming service providers. Also contributing to the overall increase was political revenue which increased \$18.3 million in the second quarter of 2018, largely due to activity related to the midterm elections cycle. These increases were partially offset by a decrease in AMS revenue of \$14.5 million, or 5%, in the second quarter of 2018. This decline was primarily due to a softening of demand for traditional television advertising and a decline in DMS revenue (due to conclusion of a transition service agreement with Gannett in June 2017), which was partially offset by an increase in digital revenue (primarily from Premion) and revenue from our KFMB station acquisition.

In the first six months of 2018, revenues increased \$77.7 million, or 8%, compared to the same period in 2017. This increase was primarily due to an increase in subscription revenue of \$52.3, or 14%, in the first six months of 2018 primarily due to annual rate increases under existing retransmission agreements and increases from OTT streaming service providers. Also contributing to the overall increase was political revenue which increased \$23.7 million in the second quarter of 2018, largely due to activity related to the midterm elections cycle. AMS revenue during first six months of 2018 were comparable to the same period in 2017. Increases in AMS from Winter Olympic and Super Bowl advertising, KFMB station acquisition, and digital advertising (primarily Premion) were offset by declines in DMS revenue (due to conclusion of a transition service agreement with Gannett in June 2017) and a softening of demand for traditional television advertising.

#### **Cost of Revenues**

Cost of revenues increased \$34.6 million, or 15%, in the second quarter of 2018 compared to the same period in 2017. The increase was primarily due to a \$16.4 million increase in programming costs, a \$12.7 million increase in digital expenses (due to investments made in the Premion business), and an approximately \$6.1 million increase comprised of the increase from our KFMB station acquisition and increases in costs from production of original content (Daily Blast LIVE!, local news, and Sister Circle). These increases were partially offset by a decline in DMS costs of \$2.7 million primarily due to the conclusion of the transition services agreement with Gannett.

In the first six months of 2018, cost of revenues increased \$61.7 million, or 13%, compared to the same period in 2017. The increase was primarily due to a \$29.9 million increase in programming costs, a \$22.7 million increase in digital expenses (due to investments made in the Premion business), and a \$12.1 million increase comprised of the increase from our KFMB station acquisition and increases associated with production of original content (Daily Blast LIVE!, local news, and Sister Circle), and variable editorial costs tied to increased revenues (event coverage costs of Olympics and Super Bowl). These increases were partially offset by a decline in DMS costs of \$8.7 million due to the conclusion of the transition services agreement with Gannett.

#### **Business Units - Selling, General and Administrative Expenses**

Business unit selling, general and administrative expenses increased \$3.6 million, or 5%, in the second quarter of 2018 compared to the same period in 2017. The increase was primarily driven by a \$4.4 million net increase related to the acquisition of KFMB and an increase in legal costs. This increase was partially offset by the absence of \$0.8 million in severance expenses incurred in the second quarter of 2017.

In the six months ended June 30, 2018, business unit selling, general and administrative expenses increased \$8.8 million, or 6% compared to the same period in 2017. The increase was primarily the result of a \$10.4 million net increase mostly driven by incremental revenue from the Olympics and Super Bowl, the acquisition of KFMB and legal costs. These increases were offset by the absence of \$1.6 million of severance expenses incurred in 2017.

#### **Corporate General and Administrative Expenses**

Corporate general and administrative expenses decreased \$3.0 million, or 21%, in the second quarter of 2018 compared to the same period in 2017. The decrease was primarily due to continued reductions in various departments associated with the right-sizing of the corporate function following the spin-off of Cars.com and the sale of our majority interest in CareerBuilder in 2017 and lower corporate rent expense.

In the six months ended June 30, 2018, corporate general and administrative expenses decreased \$5.7 million, or 19%, compared to the same period in 2017. The decrease was primarily due the absence of \$0.9 million in severance incurred in the first six months of 2017, and lower corporate expenses associated with the right-sizing of the corporate function following the spin-off of Cars.com and the sale of our majority interest in CareerBuilder in 2017.

## **Depreciation Expense**

Depreciation expense increased less than \$1.0 million in both the second quarter and first six months 2018 compared to the same periods in 2017. The increases were primarily due to incremental depreciation expense resulting from our acquisition of KFMB.

## **Amortization Expense**

Amortization expense increased \$2.6 million, or 48%, in the second quarter of 2018 and \$4.0 million or 37% in the first six months of 2018 compared to the same periods in 2017. The increases were primarily due to incremental amortization expense resulting from our acquisition of KFMB.

## **Asset Impairment and Facility Consolidation (Gains) Charges**

We had \$6.3 million of net asset impairment and facility consolidation gains in the second quarter of 2018 compared to charges of \$1.4 million in the second quarter of 2017. The 2018 net gains primarily consist of a gain recognized on the sale of real estate in Houston and gains due to reimbursements received from the Federal Communications Commission (FCC) for required spectrum repacking. These gains were partially offset by a \$0.6 million early lease termination charge. The 2017 charges related to the consolidation of office space at corporate headquarters and at our DMS business unit.

In the first six months of 2018, we recognized net gains of \$6.3 million, compared to \$3.5 million of charges recognized in the same period in 2017. The 2018 net gain relates to the gains discussed above. The 2017 charges consisted of the above mentioned \$1.4 million in consolidation charges and \$2.2 million of non-cash asset impairment charge associated with the sale of a building by our one of our stations.

## **Operating Income**

Our operating income increased \$4.1 million, or 3%, in the second quarter of 2018 compared to the same period in 2017. The increase was driven by the changes in revenue and expenses discussed above. Revenue increased by \$34.7 million, or 7%, in the second quarter. As a result, our consolidated operating margins were 29% and 31% in the second quarter of 2018 and 2017, respectively.

Our operating income increased \$18.0 million, or 7%, in the first six months of 2018 compared to the same period in 2017. The increase was driven by the changes in revenue and expenses discussed above. Revenue increased by \$77.7 million, or 8%, in the first six months. As a result, our consolidated operating margins were 28% and 29% in the first six months of 2018 and 2017, respectively.

## **Non-Operating Expense**

Non-operating expense decreased \$43.0 million, or 56%, in the second quarter of 2018 compared to the same period in 2017. This decrease was partially due to a \$16.5 million increase in equity earnings driven by recording equity income of \$16.8 million related to our share of CareerBuilder's gain on the sale of their Economic Modeling Specialists International business. The decrease was also attributable to a decline in transaction costs of \$6.8 million in 2018 as compared to 2017 as well as the absence of impairment charges recognized in 2017 of \$9.3 million (related to the write-off of a note receivable from a former equity investment and impairment on our former investment in Gannett stock). Pension expense was \$3.1 million lower due to recent strong investment returns achieved. Lastly, interest expense declined \$5.7 million in 2018 driven by lower average debt outstanding, partially offset by slightly higher interest rates. The total average outstanding debt was \$3.18 billion for the second quarter of 2018, compared to \$3.81 billion in the same period of 2017. The weighted average interest rate on total outstanding debt was 5.88% for the second quarter of 2018, compared to 5.51% in the same period of 2017.

In the first six months of 2018, non-operating expenses decreased \$40.5 million or 30% compared to the same period in 2017. The decrease was partially due to our \$16.8 million gain from CareerBuilder in 2018 and the absence of the \$9.3 million of impairments in 2018, both discussed above. Also contributing to the decrease was a decline in transaction expenses of \$4.2 million in 2018. Lastly, interest expense declined \$13.4 million in the first six months of 2018 compared to the same period in 2017 driven by lower average debt outstanding, partially offset by slightly higher interest rates. The total average outstanding debt was \$3.15 billion during the first six months in 2018 compared to \$3.93 billion in 2017. The weighted average interest rate on total outstanding debt was 5.85% for the first six months of 2018 compared to 5.39% for the same period of 2017.



## Income Tax Expense

Income tax expense increased to \$27.8 million in the second quarter of 2018 from \$23.9 million in the second quarter of 2017, an increase of 16%. Income tax expense increased \$4.7 million in the first six months of 2018 compared to the same period in 2017, an increase of 11%. The income tax increases were primarily due to increases in net income before tax, partially offset by a reduction in the federal corporate tax rate from 35% to 21% as a result of the enactment of Pub. L. No. 115-97 (the Act). Our reported effective income tax rate was 23.1% for the second quarter of 2018, compared to 32.7% for continuing operations for the second quarter of 2017. Our reported effective income tax rate was 24.6% for the first six months of 2018, compared to 31.6% for the same period in 2017. The tax rates for the second quarter and first six months of 2018 are lower than the comparable rate in 2017 primarily due to the corporate tax rate reduction from 35% to 21%, partially offset by the repeal of the domestic manufacturing deduction, both in accordance with the Act, as well as an increase in state income taxes due to the acquisition of KFMB.

## Income From Continuing Operations

Income from continuing operations was \$92.5 million, or \$0.43 per diluted share, in the second quarter of 2018 compared to \$49.3 million or \$0.23 per diluted share during the same period in 2017. For the first six months of 2018, we reported net income from continuing operations of \$147.7 million, or \$0.68 per diluted share, compared to \$93.9 million, or \$0.43 per diluted share, for the same period in 2017. Both income from continuing operations and earnings per share were affected by the factors discussed above.

The weighted average number of diluted shares outstanding in the second quarter of 2018 and 2017 was 216.5 million and 217.8 million, respectively. The weighted average number of diluted shares outstanding in the first six months of 2018 and 2017 was 216.8 million and 217.7 million, respectively.

## Results from Operations - Non-GAAP Information

### Presentation of Non-GAAP information

We use non-GAAP financial performance and liquidity measures to supplement the financial information presented on a GAAP basis. These non-GAAP financial measures should not be considered in isolation from, or as a substitute for, the related GAAP measures, nor should they be considered superior to the related GAAP measures, and should be read together with financial information presented on a GAAP basis. Also, our non-GAAP measures may not be comparable to similarly titled measures of other companies.

Management and our Board of Directors use the non-GAAP financial measures for purposes of evaluating business unit and consolidated company performance. Furthermore, the Leadership Development and Compensation Committee of our Board of Directors uses non-GAAP measures such as Adjusted EBITDA, non-GAAP net income, non-GAAP EPS, Adjusted revenues and free cash flow to evaluate management's performance. Therefore, we believe that each of the non-GAAP measures presented provides useful information to investors and other stakeholders by allowing them to view our business through the eyes of management and our Board of Directors, facilitating comparisons of results across historical periods and focus on the underlying ongoing operating performance of our business. We discuss in this Form 10-Q non-GAAP financial performance measures that exclude from our reported GAAP results the impact of "special items" consisting of severance expense, items related to asset impairment and facility consolidations, TEGNA Foundation donations, certain non-operating expenses (business acquisition and integration costs), costs associated with the Cars.com spin-off transaction, tax impacts associated with the acquisition of KFMB, and a net gain on equity method investment. We believe that such gains, expenses and charges are not indicative of normal, ongoing operations. Such items vary from period to period and are significantly impacted by the timing and nature of these events. Therefore, while we may incur or recognize these types of gains, expenses and charges in the future, we believe that removing these items for purposes of calculating the non-GAAP financial measures provides investors with a more focused presentation of our ongoing operating performance.

We discuss Adjusted EBITDA (with and without corporate expenses), non-GAAP financial performance measures that we believe offers a useful view of the overall operation of our businesses. We define Adjusted EBITDA as net income from continuing operations before (1) interest expense, (2) income taxes, (3) equity income (losses) in unconsolidated investments, net, (4) other non-operating items such as corporate transaction expenses (such as business acquisition and disposition costs) and investment income, (5) severance expense, (6) facility consolidation charges, (7) impairment charges, (8) depreciation and (9) amortization. The most directly comparable GAAP financial measure to Adjusted EBITDA is Net income from continuing operations. Users should consider the limitations of using Adjusted EBITDA, including the fact that this measure does not provide a complete measure of our operating performance. Adjusted EBITDA is not intended to purport to be an alternative to net income as a measure of operating performance or to cash flows from operating activities as a measure of liquidity. In particular, Adjusted EBITDA is not intended to be a measure of free cash flow available for management's discretionary expenditures, as this measure does not consider certain cash requirements, such as working capital needs, capital expenditures, contractual commitments, interest payments, tax payments and other debt service requirements.

We also consider adjusted revenues to be an important non-GAAP financial measure. Our adjusted revenue is calculated by taking total company revenues on a GAAP basis and adjusting it to exclude (1) estimated net incremental Olympic and Super Bowl revenue, (2) Political revenues, and (3) revenues associated with a discontinued portion of our DMS business. These adjustments are made to our reported revenue on a GAAP basis in order to evaluate and assess our core operations on a comparable basis, and it represents the ongoing operations of our broadcast business.

We also discuss free cash flow, a non-GAAP liquidity measure. Free cash flow is defined as "net cash flow from operating activities" as reported on the statement of cash flows reduced by "purchase of property and equipment". We believe that free cash flow is a useful measure for management and investors to evaluate the level of cash generated by operations and the ability of its operations to fund investments in new and existing businesses, return cash to shareholders under the company's capital program, repay indebtedness, add to our cash balance, or use in other discretionary activities. We use free cash flow to monitor cash available for repayment of indebtedness and in discussions with the investment community. Like Adjusted EBITDA, free cash flow is not intended to be a measure of cash flow available for management's discretionary use.

#### **Discussion of special charges affecting reported results**

Our results for the quarter and first six months ended June 30, 2018 included the following items we consider "special items" and are not indicative of our normal ongoing operations:

- Operating asset impairment and facility consolidation net gain primarily consists of a gain recognized on the sale of real estate in Houston and gain due to reimbursements from the FCC for required spectrum repacking. These gains are partially offset by an early lease termination payment;
- Pension lump-sum payment charge as a result of payments that were made to certain SERP plan participants in early 2018;
- Other non-operating items associated with business acquisition and integration costs, a deferred tax provision impact related to our acquisition of KFMB, and a charitable donation made to the TEGNA Foundation; and
- A gain recognized in our equity income in unconsolidated investments, related to our share of CareerBuilder's gain on the sale of their EMSI business.

Our results for the quarter and first six months ended June 30, 2017 included the following special items:

- Severance charges which included payroll and related benefit costs;
- Operating asset impairment and facility consolidation charges related to the consolidation of office space at corporate headquarters and at our DMS business unit;
- Other non-operating items associated with costs of the spin-off of our Cars.com business unit, a charitable donation made to the TEGNA Foundation, and non-cash asset impairment charges associated with write off of a note receivable associated with an equity method investment; and
- Special tax benefit related to deferred tax remeasurement attributable to the spin-off of our Cars.com business unit.

Reconciliations of certain line items impacted by special items to the most directly comparable financial measure calculated and presented in accordance with GAAP on our consolidated statements of income follow (in thousands, except per share amounts):

Quarter ended June 30, 2018	GAAP measure	Special Items				Non-GAAP measure
		Operating asset impairment and facility consolidation	Other non-operating items	Net gain on equity method investment		
Asset impairment and facility consolidation (gains) charges	\$ (6,326)	\$ 6,326	\$ —	\$ —	\$ —	
Operating expenses	369,945	6,326	—	—	376,271	
Operating income	154,135	(6,326)	—	—	147,809	
Equity income (loss) in unconsolidated investments, net	15,547	—	—	(16,758)	(1,211)	
Other non-operating items	(311)	—	5,722	—	5,411	
Total non-operating expense	(33,868)	—	5,722	(16,758)	(44,904)	
Income before income taxes	120,267	(6,326)	5,722	(16,758)	102,905	
Provision (benefit) for income taxes	27,755	2	971	(4,216)	24,512	
Net income from continuing operations	92,512	(6,328)	4,751	(12,542)	78,393	
Net income from continuing operations per share-diluted <sup>(a)</sup>	\$ 0.43	\$ (0.03)	\$ 0.03	\$ (0.06)	\$ 0.36	

(a) Per share amounts do not sum due to rounding.

Quarter ended June 30, 2017	GAAP measure	Special Items					Non-GAAP measure
		Severance expense	Operating asset impairment and facility consolidation	Other non-operating items	Special tax benefit		
Asset impairment and facility consolidation charges	\$ 1,350	\$ —	\$ (1,350)	\$ —	\$ —	\$ —	
Operating expenses	339,289	(1,354)	(1,350)	—	—	336,585	
Operating income	150,080	1,354	1,350	—	—	152,784	
Other non-operating items	(21,108)	—	—	19,754	—	(1,354)	
Total non-operating expense	(76,897)	—	—	19,754	—	(57,143)	
Income before income taxes	73,183	1,354	1,350	19,754	—	95,641	
Provision for income taxes	23,913	523	522	3,942	3,637	32,537	
Net income from continuing operations	49,270	831	828	15,812	(3,637)	63,104	
Net income from continuing operations per share-diluted <sup>(a)</sup>	\$ 0.23	\$ —	\$ —	\$ 0.07	\$ (0.02)	\$ 0.29	

(a) Per share amounts do not sum due to rounding.

Six Months Ended June 30, 2018	GAAP measure	Special Items					Non-GAAP measure
		Operating asset impairment and facility consolidation	Pension lump-sum payment charge	Other non-operating items	Net gain on equity method investment		
Asset impairment and facility consolidation (gains) charges	\$ (6,326)	\$ 6,326	\$ —	\$ —	\$ —	\$ —	\$ —
Operating expenses	735,020	6,326	—	—	—	—	741,346
Operating income	291,150	(6,326)	—	—	—	—	284,824
Equity income (loss) in unconsolidated investments, net	14,309	—	—	—	(16,758)	—	(2,449)
Other non-operating items	(12,791)	—	6,300	15,184	—	—	8,693
Total non-operating expense	(95,311)	—	6,300	15,184	(16,758)	—	(90,585)
Income before income taxes	195,839	(6,326)	6,300	15,184	(16,758)	—	194,239
Provision (benefit) for income taxes	48,140	2	1,608	(472)	(4,216)	—	45,062
Net income from continuing operations	147,699	(6,328)	4,692	15,656	(12,542)	—	149,177
Net income from continuing operations per share-diluted <sup>(a)</sup>	\$ 0.68	\$ (0.03)	\$ 0.02	\$ 0.07	\$ (0.06)	\$ —	\$ 0.69

(a) Per share amounts do not sum due to rounding.

Six Months Ended June 30, 2017	GAAP measure	Special Items					Non-GAAP measure
		Severance expense	Operating asset impairment	Equity investment impairment	Special tax benefit		
Asset impairment and facility consolidation charges	\$ 3,533	\$ —	\$ (3,533)	\$ —	\$ —	\$ —	\$ —
Operating expenses	675,248	(3,053)	(3,533)	—	—	—	668,662
Operating income	273,191	3,053	3,533	—	—	—	279,777
Other non-operating items	(23,182)	—	—	29,303	—	—	6,121
Total non-operating expense	(135,855)	—	—	29,303	—	—	(106,552)
Income before income taxes	137,336	3,053	3,533	29,303	—	—	173,225
Provision for income taxes	43,408	1,174	1,325	6,292	3,637	—	55,836
Net income from continuing operations	93,928	1,879	2,208	23,011	(3,637)	—	117,389
Net income from continuing operations per share-diluted	\$ 0.43	\$ 0.01	\$ 0.01	\$ 0.11	\$ (0.02)	\$ —	\$ 0.54

## Adjusted Revenues

Reconciliations of adjusted revenues to our revenues presented in accordance with GAAP on our Consolidated Statements of Income are presented below (in thousands):

	Quarter ended June 30,			Six months ended June 30,		
	2018	2017	Change	2018	2017	Change
Advertising & Marketing Services	\$ 281,847	\$ 296,346	(5%)	\$ 564,786	\$ 565,358	0%
Subscription	209,363	180,343	16%	414,919	362,653	14%
Political	25,709	7,446	***	33,315	9,603	***
Other	7,161	5,234	37%	13,150	10,825	21%
Total company revenues (GAAP basis)	\$ 524,080	\$ 489,369	7%	\$ 1,026,170	\$ 948,439	8%
Factors impacting comparisons:						
Estimated net incremental Olympic and Super Bowl	\$ —	\$ —	0%	\$ (24,000)	\$ (323)	***
Political	(25,709)	(7,446)	***	(33,315)	(9,603)	***
Discontinued digital marketing services	—	(6,172)	***	—	(16,673)	***
Total company adjusted revenues (non-GAAP basis)	\$ 498,371	\$ 475,751	5%	\$ 968,855	\$ 921,840	5%

\*\*\* Not meaningful

Excluding the impacts of Political revenue and impacts from the discontinued DMS transition services agreement, total company adjusted revenues on a comparable basis increased 4.8% in the second quarter 2018 and 7.7% in the first six months of 2018 compared to the same periods in 2017.

## Adjusted EBITDA - Non-GAAP

Reconciliations of Adjusted EBITDA to net income from continuing operations presented in accordance with GAAP on our Consolidated Statements of Income are presented below (in thousands):

	Quarter ended June 30,			Six months ended June 30,		
	2018	2017	Change	2018	2017	Change
Net income from continuing operations (GAAP basis)	\$ 92,512	\$ 49,270	88%	\$ 147,699	\$ 93,928	57%
Provision for income taxes	27,755	23,913	16%	48,140	43,408	11%
Interest expense	49,104	54,843	(10%)	96,829	110,258	(12%)
Equity (income) loss in unconsolidated investments, net	(15,547)	946	***	(14,309)	2,415	***
Other non-operating items	311	21,108	(99%)	12,791	23,182	(45%)
Operating income (GAAP basis)	154,135	150,080	3%	291,150	273,191	7%
Severance expense	—	1,354	***	—	3,053	***
Asset impairment and facility consolidation (gains) charges	(6,326)	1,350	***	(6,326)	3,533	***
Adjusted operating income (non-GAAP basis)	147,809	152,784	(3%)	284,824	279,777	2%
Depreciation	13,861	13,318	4%	27,332	26,535	3%
Amortization of intangible assets	7,962	5,388	48%	14,744	10,777	37%
Adjusted EBITDA (non-GAAP basis)	169,632	171,490	(1%)	326,900	317,089	3%
Corporate - General and administrative expense, exclusive of depreciation (non-GAAP basis)	11,221	14,111	(20%)	23,929	28,521	(16%)
Adjusted EBITDA, excluding Corporate (non-GAAP basis)	\$ 180,853	\$ 185,601	(3%)	\$ 350,829	\$ 345,610	2%

\*\*\* Not meaningful

In the second quarter of 2018 Adjusted EBITDA margin was 35% without corporate expense or 32% with corporate expense. For the six months ended June 30, 2018, Adjusted EBITDA margin was 34% without corporate or 32% with corporate. Our total Adjusted EBITDA decreased \$1.9 million or 1% in the second quarter of 2018 compared to 2017 and increased \$9.8 million or 3% for the first six months of 2018 from the prior year comparable period. The decrease in the second quarter was primarily driven by the operational factors discussed above within the revenue and operating expense fluctuation explanation sections. Most notably, for the second quarter, the decline was primarily driven by an increase in subscription revenue offset by higher programming costs and investments in Premion. For the first six months of 2018, the Adjusted EBITDA increase of \$9.8 million is primarily due to the impact of Olympic and Super Bowl advertising and Subscription revenue, partially offset by higher programming costs and investments in Premion.

#### Free cash flow reconciliation

Our free cash flow, a non-GAAP liquidity measure, was \$133.2 million for the first six months of 2018 compared to \$193.3 million for the same period in 2017. Our free cash flow for the first six months of 2018 was lower than the first six months of 2017 because of the same factors affecting cash flow from operating activities discussed in the "Liquidity and capital resources" section below.

Reconciliations from "Net cash flow from operating activities" to "Free cash flow" follow (in thousands):

	Six months ended June 30,	
	2018	2017
Net cash flow from operating activities	\$ 154,041	\$ 243,024
Purchase of property and equipment	(20,864)	(49,703)
Free cash flow	<u>\$ 133,177</u>	<u>\$ 193,321</u>

#### Certain Matters Affecting Future Operating Results

The following items will affect year-over-year comparisons for 2018 results:

- In the third quarter of 2018, we expect total revenue will increase in the mid-teens year-over-year driven by substantially higher political revenue, subscription revenue growth, and innovative initiatives such as Premion.
- In addition, we have raised our full year 2018 revenue guidance for Premion to \$75 million, excluding incremental political revenue, as a result of growing customer demand for our OTT advertising service.
- Given the upward revision of Premion's revenue outlook, we expect our full year adjusted EBITDA margin to be in the range of 36% to 38%, excluding corporate expenses.

#### Liquidity, Capital Resources and Cash Flows

Our cash generation capability and financial condition, together with our significant borrowing capacity under our revolving credit agreement, are more than sufficient to fund our capital expenditures, interest, dividends, share repurchases, investments in strategic initiatives and other operating requirements. Over the longer term, we expect to continue to fund debt maturities, acquisitions and investments through a combination of cash flows from operations, borrowings under our revolving credit agreement and funds raised in the capital markets.

On June 21, 2018, we amended our Amended and Restated Competitive Advance and Revolving Credit Agreement. Under the amended terms, the \$1.51 billion of revolving credit commitments and letter of credit commitments have been extended until June 21, 2023. The amendment also extended our permitted total leverage ratio of 5.0x from June 21, 2018 through the end of the fiscal quarter ending June 30, 2019, reducing to 4.75x for the fiscal quarter ending September 30, 2019 through the end of the fiscal quarter ending June 30, 2020, and then reducing to 4.50x for the fiscal quarter ending September 30, 2020 and thereafter.

On February 15, 2018, we borrowed \$220.0 million under the revolving credit facility primarily to finance the acquisition of KFMB. At the end of the second quarter of 2018, our total debt was \$3.15 billion and cash and cash equivalents totaled \$24.5 million. As of June 30, 2018, we had unused borrowing capacity of \$1.30 billion under our revolving credit facility.

On September 19, 2017, we announced that our Board of Directors authorized a new share repurchase program for up to \$300.0 million of our common stock over three years.

Our operations have historically generated strong positive cash flow which, along with availability under our existing revolving credit facility, provides adequate liquidity to invest in organic and strategic growth opportunities, as well as acquisitions.

Our financial and operating performance, as well as our ability to generate sufficient cash flow to maintain compliance with credit facility covenants, are subject to certain risk factors; see Part II. Other Information, Item 1A. Risk Factors of our 2017 Annual Report on Form 10-K for further discussion.

## Cash Flows

The following table provides a summary of our cash flow information followed by a discussion of the key elements of our cash flow (in thousands):

	Six months ended June 30,	
	2018	2017
Cash, cash equivalents and restricted cash from continuing operations, beginning of period	\$ 128,041	\$ 44,076
Cash, cash equivalents and restricted cash from discontinued operations, beginning of period	—	61,041
<b>Balance of cash, cash equivalents and restricted cash beginning of the period</b>	<b>128,041</b>	<b>105,117</b>
<b>Operating activities:</b>		
Net income (loss)	147,699	(128,530)
Depreciation, amortization and other non-cash adjustments	28,329	465,973
Pension (contributions), net of expense	(31,158)	(1,843)
Other, net	9,171	(92,576)
Net cash flows from operating activities	154,041	243,024
Net cash used for investing activities	(331,870)	(44,141)
Net cash provided by (used for) financing activities	74,291	(126,786)
(Decrease) increase in cash and cash equivalents	(103,538)	72,097
Cash, cash equivalents and restricted cash from continuing operations, end of period	24,503	98,452
Cash, cash equivalents and restricted cash from discontinued operations, end of period	—	78,762
<b>Balance of cash, cash equivalents and restricted cash end of the period</b>	<b>\$ 24,503</b>	<b>\$ 177,214</b>

**Operating Activities** - Cash flow from operating activities was \$154.0 million for the six months ended June 30, 2018, compared to \$243.0 million for the six months ended June 30, 2017. The decrease in net cash flow from operating activities was primarily due to the absence of approximately \$110.8 million of operating cash flow related to Cars.com and CareerBuilder which were spun-off and sold, respectively, during 2017 as well as an increase of \$29.3 million in pension payments and contributions.

These decreases were partially offset by declines in tax payments of \$28.0 million and interest payments of \$13.5 million for the six months ended June 30, 2018.

**Investing Activities** - Cash flow used for investing activities was \$331.9 million for the six months ended June 30, 2018, compared to \$44.1 million for the same period 2017. The net increase in 2018 was primarily a result of the acquisition of KFMB for an initial transaction price of \$325.9 million which occurred in the first quarter of 2018. This increase was partially offset by a decline in the purchase of property and equipment of \$28.8 million due to the absence of Cars.com and CareerBuilder in 2018, and \$14.6 million of cash received in 2018 related to the sale of real estate in Houston.

A majority of our capital expenditures for the FCC spectrum repacking project will occur in 2018 and 2019, and we estimate that in total we will spend approximately \$42 million on the project. During the six months ended June 30, 2018, we spent approximately \$3.2 million in capital expenditures on the spectrum repacking project and this is reflected in the line Purchase of property and equipment within the Condensed Consolidated Statement of Cash Flows. In addition, during the second quarter of 2018, we began receiving FCC reimbursements which totaled \$2.0 million which were which are reflected in the line Reimbursement from spectrum repacking. We believe that the FCC will reimburse us for substantially all of our expenditures related to the repack project.

**Financing Activities** - Cash flow provided by financing activities was \$74.3 million for the six months ended June 30, 2018, compared to cash used for financing activities of \$126.8 million for the same period in 2017. The change was primarily due to activity on our revolving credit facility and dividend payments. Activity on our revolving credit facility in the first six months of 2018 resulted in a net inflow of \$186.0 million, which includes an inflow of \$220.0 million to partially fund our acquisition of KFMB,

offset by repayments made subsequent to acquisition. In the first half of 2017, we made repayments of \$635.0 million on the outstanding balance of the revolving credit facilities. These repayments were funded by a one time cash distribution from Cars.com to TEGNA of \$675.0 million. Also contributing to the fluctuation were dividend payments which resulted in cash outflows of \$30.1 million in the first six months of 2018 as compared to \$60.1 million in the same period in 2017.

### **Certain Factors Affecting Forward-Looking Statements**

Certain statements in this Quarterly Report on Form 10-Q contain forward-looking statements regarding business strategies, market potential, future financial performance and other matters. The words "believe," "expect," "estimate," "could," "should," "intend," "may," "plan," "seek," "anticipate," "project" and similar expressions, among others, generally identify "forward-looking statements". These forward-looking statements are subject to certain risks and uncertainties that could cause actual results and events to differ materially from those anticipated in the forward-looking statements, including those described under Item 1A. "Risk Factors" in our 2017 Annual Report on Form 10-K.

Our actual financial results may be different from those projected due to the inherent nature of projections. Given these uncertainties, forward-looking statements should not be relied on in making investment decisions. The forward-looking statements contained in this Form 10-Q speak only as of the date of its filing. Except where required by applicable law, we expressly disclaim a duty to provide updates to forward-looking statements after the date of this Form 10-Q to reflect subsequent events, changed circumstances, changes in expectations, or the estimates and assumptions associated with them. The forward-looking statements in this Form 10-Q are intended to be subject to the safe harbor protection provided by the federal securities laws.

### **Item 3. Quantitative and Qualitative Disclosures about Market Risk**

For quantitative and qualitative disclosures about market risk, refer to the following section of our 2017 Annual Report on Form 10-K: "Item 7A. Quantitative and Qualitative Disclosures about Market Risk." Our exposures to market risk have not changed materially since December 31, 2017.

As of June 30, 2018, approximately \$2.69 billion of our debt has a fixed interest rate (which represents 85% of our total principal debt obligation). Our remaining debt obligation of \$466.0 million has floating interest rates. These obligations fluctuate with market interest rates. By way of comparison, a 50 basis points increase or decrease in the average interest rate for these obligations would result in a change in annualized interest expense of approximately \$2.3 million. The fair value of our total debt, based on bid and ask quotes for the related debt, totaled \$3.20 billion as of June 30, 2018 and \$3.16 billion as of December 31, 2017.

### **Item 4. Controls and Procedures**

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of June 30, 2018. Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are effective, as of June 30, 2018, to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 are recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

There have been no material changes in our internal controls or in other factors during the fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.



## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

Other than ordinary, routine litigation incidental to our business, neither we nor any of our subsidiaries currently is party to any material pending legal proceeding.

### Item 1A. Risk Factors

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business, some level of risk and uncertainty will always be present. "Item 1A. Risk Factors" of our 2017 Annual Report on Form 10-K describes the risks and uncertainties that we believe may have the potential to materially affect our business, results of operations, financial condition, cash flows, projected results and future prospects. The information below represents an update to the cybersecurity risk factor disclosed in our 2017 Form 10-K and should be read in conjunction with the other risk factors and information described therein.

#### **Our efforts to minimize the likelihood and impact of adverse cybersecurity incidents and to protect our technology and confidential information may not be successful and our business could be negatively affected**

Our information technology systems are critically important to operating our business efficiently and effectively. We rely on our information technology systems to manage our business data, communications, news and advertising content, digital products, order entry, fulfillment and other business processes. As such, we are exposed to various cybersecurity threats, including but not limited to, threats to our information technology infrastructure, and unauthorized attempts to gain access to our confidential information, including third parties which receive our confidential information for business purposes. We take significant measures to mitigate cybersecurity risks and defend our company against such attacks, including by conducting regular periodic training of our employees as to the protection of sensitive information and training intended to prevent the success of "phishing" attacks.

While we believe that we have implemented effective cybersecurity policies, procedures and capabilities, due to the evolving nature and ever-increasing abilities of cyber-attacks, we may not be successful in detecting, reporting or responding to cyber incidents in a timely manner. Depending on the severity of the breach or cyber-attack, such events could result in business interruptions, disclosure of nonpublic information, loss of sales and customers, misstated financial data, liabilities for stolen assets or information, diversion of our management's attention, transaction errors, processing inefficiencies, increased cybersecurity protection costs, litigation, and financial consequences, any or all of which could adversely affect our business operations and reputation. We maintain cyber risk insurance, but this insurance may be insufficient to cover all of our losses from any future breaches of our systems.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program
April 1, 2018 - April 30, 2018	—	—	—	\$284,973,178
May 1, 2018 - May 31, 2018	146,309	\$10.71	146,309	\$283,406,538
June 1, 2018 - June 30, 2018	398,192	\$10.71	398,192	\$279,141,822
Total Second Quarter 2018	544,501	\$10.71	544,501	\$279,141,822

On September 19, 2017, we announced that our Board of Directors authorized a new share repurchase program for up to \$300.0 million of our common stock over three years. We spent \$5.8 million during the three months ended June 30, 2018 to repurchase 544,501 shares, at an average price per share of \$10.71. As of June 30, 2018, approximately \$279.1 million remained available for repurchase under this authorization.

### Item 3. Defaults Upon Senior Securities

None.

### Item 4. Mine Safety Disclosures

None.

### Item 5. Other Information

None.

## Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
3-1	Third Restated Certificate of Incorporation of TEGNA Inc.	<a href="#">Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 10-Q for the fiscal quarter ended April 1, 2007.</a>
3-1-1	Amendment to Third Restated Certificate of Incorporation of TEGNA Inc.	<a href="#">Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on May 1, 2015.</a>
3-1-2	Amendment to Third Restated Certificate of Incorporation of TEGNA Inc.	<a href="#">Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on July 2, 2015.</a>
3-2	By-laws, as amended through July 24, 2018.	<a href="#">Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on July 27, 2018.</a>
10-1	Eleventh Amendment, dated as of June 21, 2018, to the Amended and Restated Competitive Advance and Revolving Credit Agreement, dated as of December 13, 2004 and effective as of January 5, 2005, as amended and restated as of August 5, 2013, as further amended as of June 29, 2015, as further amended as of September 30, 2016 and as further amended as of August 1, 2017, among TEGNA Inc., JPMorgan Chase Bank, N.A. as administrative agent, and the several banks and other financial institutions from time to time parties thereto.	<a href="#">Attached.</a>
10-2	Amendment No. 5 to the TEGNA Inc. Supplemental Retirement Plan, dated as of April 26, 2018.*	<a href="#">Attached.</a>
10-3	Amendment No. 3 to the TEGNA Inc. Deferred Compensation Plan Restatement Rules for Pre-2005 Deferrals, dated as of April 26, 2018.*	<a href="#">Attached.</a>
10-4	Amendment No. 9 to the TEGNA Inc. Deferred Compensation Plan Rules for Post-2004 Deferrals, dated as of April 26, 2018.*	<a href="#">Attached.</a>
10-5	Form of Director Restricted Stock Award Agreement.*	<a href="#">Attached.</a>
31-1	Rule 13a-14(a) Certification of CEO.	<a href="#">Attached.</a>
31-2	Rule 13a-14(a) Certification of CFO.	<a href="#">Attached.</a>
32-1	Section 1350 Certification of CEO.	<a href="#">Attached.</a>
32-2	Section 1350 Certification of CFO.	<a href="#">Attached.</a>
101	The following financial information from TEGNA Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, formatted in XBRL includes: (i) Condensed Consolidated Balance Sheets at June 30, 2018 and December 31, 2017, (ii) Consolidated Statements of Income for the quarter and year-to-date periods ended June 30, 2018 and June 30, 2017, (iii) Consolidated Statements of Comprehensive Income for the quarter and year-to-date periods ended June 30, 2018 and June 30, 2017, (iv) Condensed Consolidated Cash Flow Statements for the year-to-date periods ended June 30, 2018 and June 30, 2017, and (v) the notes to unaudited condensed consolidated financial statements.	<a href="#">Attached.</a>

We agree to furnish to the Commission, upon request, a copy of each agreement with respect to long-term debt not filed herewith in reliance upon the exemption from filing applicable to any series of debt representing less than 10% of our total consolidated assets.

\*Asterisks identify management contracts and compensatory plans or arrangements.

SIGNATURE

Pursuant to the requirements 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.

Date: August 7, 2018

TEGNA INC.

/s/ Clifton A. McClelland III

---

Clifton A. McClelland III

Senior Vice President and Controller

(on behalf of Registrant and as Chief Accounting Officer)

**ELEVENTH AMENDMENT TO THE AMENDED AND RESTATED COMPETITIVE ADVANCE AND REVOLVING CREDIT AGREEMENT**

This ELEVENTH AMENDMENT, dated as of June 21, 2018 (this "Amendment"), to the Amended and Restated Competitive Advance and Revolving Credit Agreement, dated as of December 13, 2004 and effective as of January 5, 2005, and as amended and restated as of August 5, 2013, as further amended as of June 29, 2015, as further amended as of September 30, 2016 and as further amended as of August 1, 2017 (as thereafter amended and modified from time to time prior to the date hereof, the "Credit Agreement"), among TEGNA Inc. (f/k/a Gannett Co., Inc.), a Delaware corporation (the "Borrower"), the several banks and other financial institutions from time to time parties to the Credit Agreement (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), JPMorgan Chase Bank, N.A. and Citibank, N.A., as syndication agents, and Barclays Bank PLC, Citizens Bank, N.A., Fifth Third Bank, Mizuho Bank, Ltd., MUFG Bank, Ltd., RBC Capital Markets, Sumitomo Mitsui Banking Corporation, SunTrust Bank, U.S. Bank, National Association and Wells Fargo Bank, National Association, as documentation agents and JPMorgan Chase Bank, N.A., Citibank, N.A., Barclays Bank PLC and Royal Bank of Canada as the issuing lenders (the "Issuing Lenders").

**WITNESSETH:**

WHEREAS, the Borrower has requested that the Five-Year Commitments (as defined in the Credit Agreement) be extended to the five-year anniversary of the date on which the conditions precedent set forth in Section 6 of this Amendment shall have been satisfied or waived as set forth herein (the "2023 Extended Termination Date");

WHEREAS, in connection therewith, the Borrower has requested certain amendments to the Credit Agreement as described herein;

WHEREAS, the parties set forth in Section 6(a) of this Amendment are willing to consent to the requested amendments on the terms and conditions contained herein;

WHEREAS, certain Persons that are not currently Lenders under the Credit Agreement have agreed, upon the terms and subject to the conditions set forth herein, to become Lenders under the Credit Agreement and to provide a portion of the Five-Year Commitments (the "New Five-Year Lenders"), and their commitments the "New Five-Year Commitments");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Credit Agreement.

2. Amendment. (a) The Credit Agreement (excluding the Exhibits thereto) is, effective as of the Eleventh Amendment Effective Date (as defined below), 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 Exhibit A hereto.

(b) The Credit Agreement is hereby amended by (i) replacing the table appearing below the heading "Five-Year Commitments" on Schedule 1.1B of the Credit Agreement in its

entirety with the table appearing below the heading “Five-Year Commitments” as set forth on Exhibit B hereto, and (ii) adding new Schedule 1.1C (Existing Letters of Credit) as set forth on Exhibit C hereto, which replaces the existing Schedule 1.1C in its entirety.

3. Extension of Five-Year Termination Date. The Borrower hereby requests that individual Five-Year Lenders extend the maturity date of each such Lender’s Five-Year Commitments (including any L/C Commitments) from the 2020 Extended Termination Date to the 2023 Extended Termination Date, on the same terms and conditions as the existing Five-Year Facility (the “2023 Extension Option”), except as otherwise set forth herein. Each Five-Year Lender (each, a “2023 Extending Lender”) that executes this Amendment as a “2023 Extending Lender” hereby agrees to such extension in accordance with this Section 3, and upon the effectiveness of this Amendment, the termination date with respect to each 2023 Extending Lender’s Five-Year Commitments and the end of the Five-Year Commitment Period shall be the 2023 Extended Termination Date. Each such 2023 Extending Lender shall execute and deliver to the Borrower and the Administrative Agent this Amendment and such other documentation as the Administrative Agent shall reasonably specify to evidence the extended Five-Year Commitments of such 2023 Extending Lender. Each such 2023 Extending Lender shall be subject to the conditions set forth in Section 6 below.

4. Termination of Non-Extending Lenders. The parties hereby acknowledge and agree that, on the Eleventh Amendment Effective Date, the Five-Year Commitments of each Five-Year Lender not party to this Amendment as a 2023 Extending Lender (each such Lender, a “Non-Extending Lender”) shall automatically be deemed to have been terminated and, accordingly, no other action by the Lenders, the Administrative Agent or the Loan Parties shall be required in connection therewith.

5. Five-Year Loans; Letters of Credit; Interest Periods. The parties hereto agree that (a) any Five-Year Loans made under the Credit Agreement and outstanding as of the Eleventh Amendment Effective Date immediately prior to giving effect to this Amendment shall constitute Five-Year Loans under the Credit Agreement as amended by this Amendment, (b) Existing Letters of Credit set forth on Exhibit C hereto will automatically, without any further action on the part of any Person, be deemed to be Letters of Credit issued under the Credit Agreement on the Eleventh Amendment Effective Date for the account of the Borrower and (c) all existing Interest Periods under the Credit Agreement shall terminate on the Eleventh Amendment Effective Date.

6. Effectiveness. This Amendment shall become effective as of the date (the “Eleventh Amendment Effective Date”) on which the following conditions precedent shall have been satisfied:

- (a) the Administrative Agent shall have received counterparts hereof duly executed and delivered by each of (i) the Borrower, (ii) the Guarantors, (iii) the Administrative Agent, (iv) the Issuing Lenders, (v) 2023 Extending Lenders holding Five-Year Commitments, (vi) Lenders constituting Required Lenders under the Credit Agreement and (vii) the New Five-Year Lenders listed on Exhibit B hereto;
- (b) (i) each of the representations and warranties of the Borrower in the Credit Agreement and this Amendment shall be true and correct in all material respects, as if made on and as of the date hereof (provided that any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” shall be true and correct

in all respects as so qualified); (ii) since December 31, 2017 there shall have been no Material change in the business or financial condition of the Borrower and its Subsidiaries taken as a whole that has not been publicly disclosed, and (iii) no Default or Event of Default shall have occurred and be continuing;

- (c) the Administrative Agent shall have received an opinion from Nixon Peabody LLP, counsel to the Loan Parties, addressed to the Administrative Agent, each Lender and each New Five-Year Lender, in form and substance reasonably satisfactory to the Administrative Agent. In rendering the foregoing opinion, such counsel may rely upon certificates of officers of the Loan Parties as to factual matters, including (i) the nature and location of the property of the Loan Parties, (ii) agreements and instruments to which the Loan Parties are a party and (iii) the conduct of the business of the Loan Parties;
- (d) the Administrative Agent shall have received a certificate of the Secretary of each Loan Party certifying, as of the date of this Amendment, to resolutions duly adopted by the board of directors or other governing body of such Loan Party or a duly authorized committee thereof authorizing such Loan Party's execution and delivery of this Amendment and the making of the Borrowings hereunder, if any, with appropriate insertions and attachments, including (x) the certificate of incorporation (or similar constituent document) of each such Loan Party that is a corporation certified as of a recent date by an authorized officer of such Loan Party, (y) bylaws or equivalent organizational document of such Loan Party and (z) a long form good standing certificate for such Loan Party from its jurisdiction of organization;
- (e) the Administrative Agent shall have received such other closing documents, including legal opinions, documents, certificates and other instruments, as are customary for the transactions described in this Amendment, or as such Administrative Agent may reasonably request;
- (f) all fees, including upfront fees payable to New Five-Year Lenders and 2023 Extending Lenders, and reasonable and documented out-of-pocket costs and expenses of the Administrative Agent, including the reasonable fees and disbursements of counsel, shall have been paid or reimbursed; and
- (g) all accrued interest and fees payable to Lenders as of the Eleventh Amendment Effective Date shall have been paid and all principal of any outstanding Five-Year Loans to Non-Extending Lenders shall have been paid.

7. Representations and Warranties. The Borrower hereby represents and warrants that, on and as of the Eleventh Amendment Effective Date, after giving effect to this Amendment:

(a) no Default or Event of Default has occurred and is continuing; and

(b) each of the representations and warranties of the Borrower in the Credit Agreement and this Amendment is true and correct in all material respects, as if made on and as of the date hereof (provided that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" shall be true and correct in all respects as so qualified); and since December 31, 2017 there has been

no Material change in the business or financial condition of the Borrower and its Subsidiaries taken as a whole that has not been publicly disclosed.

8. Reaffirmation of Obligations. Each Guarantor and the Borrower hereby agrees that all of its obligations and liabilities under the Credit Agreement and each other Loan Document to which it is a party remain in full force and effect on a continuous basis after giving effect to this Amendment.

9. New Five-Year Lenders. Each of the New Five-Year Lenders, the Administrative Agent and the Borrower acknowledge and agree that on the Eleventh Amendment Effective Date, upon each New Five-Year Lender's execution of this Amendment, it shall become a "Lender" under, and for all purposes of, the Credit Agreement and the other Loan Documents, on the terms and subject to the conditions set forth herein, with a Commitment to make New Five-Year Loans as set forth on Exhibit B hereto and shall be subject to and bound by the terms hereof and thereof, and shall perform all the obligations of, and shall have all rights of, a Lender hereunder and thereunder.

10. Continuing Effect; no novation. Except as expressly amended hereby, the Credit Agreement shall continue to be and shall remain in full force and effect in accordance with its terms. From and after the date hereof, all references in the Credit Agreement thereto shall be to such Credit Agreement as amended hereby. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith and except to the extent repaid as provided therein. Nothing implied in this Amendment or in any other document contemplated hereby shall be construed as a release or other discharge of any of the Loan Parties under any Loan Document from any of its obligations and liabilities as a borrower, guarantor or pledgor under any of the Loan Documents.

11. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

12. Severability. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. Integration. This Amendment and the other Loan Documents represent the entire agreement of the Borrower, the Guarantors, the Administrative Agent, the 2023 Extending Lenders, the New Five-Year Lenders and the other Lenders party hereto with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, any 2023 Extending Lender, any New Five-Year Lender or any other Lender party hereto relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents. Sections 9.12 and 9.14 of the Credit Agreement are incorporated herein by reference and shall apply mutatis mutandis.

14. Headings. Section headings used in this Amendment are for convenience of reference only, are not part of this Amendment and are not to affect the constructions of, or to be taken into consideration in interpreting, this Amendment.

15. GOVERNING LAW. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

16. Expenses. The Borrower agrees to pay or reimburse JPMorgan Chase Bank, N.A., in its capacities as Administrative Agent and as Arranger, for all of its reasonable out-of-pocket costs and expenses incurred in connection with the preparation, negotiation and execution of this Amendment, including, without limitation, the reasonable fees and disbursements of counsel to JPMorgan Chase Bank, N.A., in its capacities as Administrative Agent and as the Arranger.

*[Signature page follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first written above.

TEGNA INC.

By: /s/ Michael A. Hart  
Name: Michael A. Hart  
Title: Senior Vice President & Treasurer

GUARANTORS:

BELO ADVERTISING CUSTOMER SERVICES, INC.  
BELO CAPITAL BUREAU, INC.  
BELO CORP.  
BELO HOLDINGS, INC.  
BELO INVESTMENT, LLC  
BELO KENTUCKY, INC.  
BELO MANAGEMENT SERVICES, INC.  
BELO SAN ANTONIO, INC.  
BELO TECHNOLOGY ASSETS, II, INC.  
BELO TV, INC.  
BELO VENTURES, INC.  
CAPE PUBLICATIONS, INC.  
COMBINED COMMUNICATIONS OF OKLAHOMA, LLC  
CORPORATE ARENA ASSOCIATES, INC.  
DAILY BLAST LIVE LLC  
GBHC, LLC  
G/O DIGITAL MARKETING, LLC  
GTMP HOLDINGS, LLC  
KENS-TV, INC.  
KFMB-TV, LLC  
KING BROADCASTING COMPANY  
KING NEWS CORPORATION  
KHOU-TV, INC.  
KMSB-TV, INC.  
KONG-TV, INC.  
KSKN TELEVISION, INC.  
KTTU-TV, INC.  
KTVK, INC.  
KVUE TELEVISION, INC.  
KXTV, LLC  
LSB BROADCASTING, INC.  
MULTIMEDIA ENTERTAINMENT, LLC

*[Signature Page to Amendment - TEGNA Credit Agreement]*

MULTIMEDIA HOLDINGS CORPORATION  
MULTIMEDIA KSDK, LLC  
NORTHWEST CABLE NEWS, INC.  
NTV, INC.  
PACIFIC & SOUTHERN, LLC  
SANDER OPERATING CO. I LLC  
SANDER OPERATING CO. III LLC  
SANDER OPERATING CO. IV LLC  
SANDER OPERATING CO. V LLC  
SCREENSHOT DIGITAL, INC.  
SISTER CIRCLE LLC  
TEGNA BROADCAST SERVICE CENTER, LLC  
TEGNA VENTURES, LLC  
TEXAS CABLE NEWS, INC.  
WBIR-TV, LLC  
WCNC-TV, INC.  
WFAA-TV, INC.  
WKYC HOLDINGS, LLC  
WFMY TELEVISION, LLC  
WKYC-TV, LLC  
WUSA-TV, INC.  
WVEC TELEVISION, LLC  
WWL-TV, INC.

By: /s/ Michael A. Hart  
Name: Michael A. Hart  
Title: Senior Vice President & Treasurer

*[Signature Page to Amendment - TEGNA Credit Agreement]*

CHASE BANK, N.A., as Administrative Agent

By: /s/ Inderjeet Singh Aneja  
Name: Inderjeet Singh Aneja  
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Issuing Lender

By: /s/ Inderjeet Singh Aneja  
Name: Inderjeet Singh Aneja  
Title: Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Citibank, N.A.  
(Five-Year Lender)

By: /s/ Elizabeth Minella Gonzalez  
Name: Elizabeth Minella Gonzalez  
Title: Managing Director and Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Barclays Bank PLC  
(Five-Year Lender)

By: /s/ Chris Walton  
Name: Chris Walton  
Title: Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Royal Bank of Canada  
(Five-Year Lender)

By: /s/ Alfonse Simone  
Name: Alfonse Simone  
Title: Authorized Signature

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

MUFG Bank, Ltd. (f.k.a. The Bank of Tokyo-Mitsubishi UFJ, Ltd.)  
(Five-Year Lender)

By: /s/ Ola Anderssen  
Name: Ola Anderssen  
Title: Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Citizens Bank, N.A.  
(Five-Year Lender)

By: /s/ Angela Reilly  
Name: Angela Reilly  
Title: Senior Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*



The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Fifth Third Bank, an Ohio Banking Corporation  
(Five-Year Lender)

By: /s/ Suzanne Rode  
Name: Suzanne Rode  
Title: Managing Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Mizuho Bank, Ltd.  
(Five-Year Lender)

By: /s/ Raymond Ventura  
Name: Raymond Ventura  
Title: Managing Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Sumitomo Mitsui Banking Corp.  
(Five-Year Lender)

By: /s/ Katsuyuki Kubo  
Name: Katsuyuki Kubo  
Title: Managing Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

SUNTRUST BANK  
(Five-Year Lender)

By: /s/ Cynthia Burton  
Name: Cynthia Burton  
Title: Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

U.S. BANK NATIONAL ASSOCIATION  
(Five-Year Lender)

By: /s/ Joseph E. Howard  
Name: Joseph E. Howard  
Title: Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Wells Fargo Bank, National Association  
(Five-Year Lender)

By: /s/ Daniel Kurtz  
Name: Daniel Kurtz  
Title: Director

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

TD Bank, N.A.  
(Five-Year Lender)

By: /s/ Jason Siewert  
Name: Jason Siewert  
Title: Senior Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

THE NORTHERN TRUST COMPANY  
(Five-Year Lender)

By: /s/ Kimberly A. Crotty  
Name: Kimberly A. Crotty  
Title: Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*



The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

PNC Bank, National Association  
(Five-Year Lender)

By: /s/ Carolyn L. West  
Name: Carolyn L. West  
Title: Senior Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

Capital One, National Association  
(Five-Year Lender)

By: /s/ Nirmal Bivek  
Name: Nirmal Bivek  
Title: Duly Authorized Signatory

*[Signature Page to Amendment - TEGNA Credit Agreement]*

The undersigned hereby consents to the terms of the Amendment as a:

2023 Extending Lender

New Five-Year Lender

First Hawaiian Bank  
(Five-Year Lender)

By: /s/ Derek Chang  
Name: Derek Chang  
Title: Vice President

*[Signature Page to Amendment - TEGNA Credit Agreement]*

AMENDED AND RESTATED  
COMPETITIVE ADVANCE AND REVOLVING CREDIT AGREEMENT

among

TEGNA INC.,  
as the Borrower

The Several Lenders  
from Time to Time Parties Hereto,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent,

BARCLAYS BANK PLC, CITIZENS BANK, N.A., FIFTH THIRD BANK, MIZUHO BANK, LTD., MUFG BANK, LTD., RBC CAPITAL  
MARKETS<sup>1</sup>, SUMITOMO MITSUI BANKING CORPORATION, SUNTRUST BANK, U.S. BANK, NATIONAL ASSOCIATION and WELLS  
FARGO BANK, NATIONAL ASSOCIATION  
as Documentation Agents

and

JPMORGAN CHASE BANK, N.A. and CITIBANK, N.A.  
as Syndication Agents

Dated as of December 13, 2004 and effective as of January 5, 2005,  
as amended and restated as of August 5, 2013

---

JPMORGAN CHASE BANK, N.A. and CITIBANK, N.A.  
as Joint Lead Arrangers and Joint Bookrunners

---

<sup>1</sup> RBC Capital Markets is a brand name for the capital markets businesses of Royal Bank of Canada.

	<u>Page</u>
<a href="#"><u>ARTICLE I Definitions</u></a>	1
<b>Section 1.1.</b>	1
<b>Section 1.2.</b>	27
<b>Section 1.3.</b>	28
<a href="#"><u>ARTICLE II Amount and Terms of the Facilities</u></a>	28
<b>Section 2.1A</b>	28
<b>Section 2.1B</b>	28
<b>Section 2.1C</b>	29
<b>Section 2.1D</b>	29
<b>Section 2.1E</b>	30
<b>Section 2.1F</b>	30
<b>Section 2.1G</b>	31
<b>Section 2.1.</b>	31
<b>Section 2.2.</b>	33
<b>Section 2.3.</b>	33
<b>Section 2.4.</b>	36
<b>Section 2.5.</b>	36
<b>Section 2.6.</b>	37
<b>Section 2.7.</b>	38
<b>Section 2.8.</b>	38
<b>Section 2.9.</b>	39
<b>Section 2.10.</b>	39
<b>Section 2.11.</b>	40
<b>Section 2.12.</b>	40
<b>Section 2.13.</b>	42
<b>Section 2.14.</b>	44
<b>Section 2.15.</b>	45
<b>Section 2.16.</b>	48
<b>Section 2.17.</b>	49
<b>Section 2.18.</b>	49
<b>Section 2.19.</b>	50
<b>Section 2.20.</b>	50
<b>Section 2.21.</b>	54
<a href="#"><u>ARTICLE III Representations and Warranties</u></a>	54
<b>Section 3.1.</b>	54
<b>Section 3.2.</b>	55

<b>Section 3.3.</b>	Properties	55
<b>Section 3.4.</b>	Litigation	55
<b>Section 3.5.</b>	No Conflicts	55
<b>Section 3.6.</b>	Taxes	56
<b>Section 3.7.</b>	ERISA	56
<b>Section 3.8.</b>	Authorization; Enforceability	56
<b>Section 3.9.</b>	Environmental Matters	56
<b>Section 3.10.</b>	No Change	56
<b>Section 3.11.</b>	Federal Regulations	56
<b>Section 3.12.</b>	No Default	57
<b>Section 3.13.</b>	Investment Company Act; Federal Regulations	57
<b>Section 3.14.</b>	Anti-Corruption Laws and Sanctions	57
<b>Section 3.15.</b>	EEA Financial Institutions	57

ARTICLE IV Conditions		57
-----------------------	--	----

ARTICLE V Affirmative Covenants		58
---------------------------------	--	----

<b>Section 5.1.</b>	Financial Statements and Other Information	58
<b>Section 5.2.</b>	Payment of Obligations	59
<b>Section 5.3.</b>	Books and Records; Inspection Rights	59
<b>Section 5.4.</b>	Notices of Material Events	59
<b>Section 5.5.</b>	Existence; Conduct of Business	60
<b>Section 5.6.</b>	Maintenance of Properties; Insurance	60
<b>Section 5.7.</b>	Compliance with Laws	60
<b>Section 5.8.</b>	Debt Ratings	60
<b>Section 5.9.</b>	Guarantee	60
<b>Section 5.10.</b>	Restrictive Agreements	61

ARTICLE VI Negative Covenants		61
-------------------------------	--	----

<b>Section 6.1.</b>	Liens	61
<b>Section 6.2.</b>	Fundamental Changes	62
<b>Section 6.3.</b>	Total Leverage Ratio	62
<b>Section 6.4.</b>	Use of Proceeds	63
<b>Section 6.5.</b>	[Reserved]	63
<b>Section 6.6.</b>	Transfer of Assets	63

ARTICLE VII Events of Default		64
-------------------------------	--	----

<b>Section 7.1.</b>	Events of Default	64
<b>Section 7.2.</b>	Remedies	65

ARTICLE VIII Administrative Agent		66
<b>Section 8.1.</b>	Appointment	66
<b>Section 8.2.</b>	Delegation of Duties	66
<b>Section 8.3.</b>	Exculpatory Provisions	66
<b>Section 8.4.</b>	Reliance by Administrative Agent	67
<b>Section 8.5.</b>	Notice of Default	67
<b>Section 8.6.</b>	Non-Reliance on Administrative Agent and Other Lenders	67
<b>Section 8.7.</b>	Indemnification	68
<b>Section 8.8.</b>	Agent in Its Individual Capacity	68
<b>Section 8.9.</b>	Successor Administrative Agent	69
<b>Section 8.10.</b>	Syndication Agents and Issuing Lender	69
<b>Section 8.11.</b>	Arrangers	69
<b>Section 8.12.</b>	Certain ERISA Matters	69
ARTICLE IX Miscellaneous		72
<b>Section 9.1.</b>	Amendments and Waivers	72
<b>Section 9.2.</b>	Notices	73
<b>Section 9.3.</b>	No Waiver; Cumulative Remedies	74
<b>Section 9.4.</b>	Survival of Representations and Warranties	74
<b>Section 9.5.</b>	Payment of Expenses and Taxes	74
<b>Section 9.6.</b>	Successors and Assigns; Participations and Assignments	75
<b>Section 9.7.</b>	Adjustments; Set-off	78
<b>Section 9.8.</b>	Counterparts	79
<b>Section 9.9.</b>	Severability	79
<b>Section 9.10.</b>	Integration	79
<b>Section 9.11.</b>	GOVERNING LAW	79

<b>Section 9.12.</b>	Submission To Jurisdiction; Waivers	80
<b>Section 9.13.</b>	Acknowledgements	80
<b>Section 9.14.</b>	WAIVERS OF JURY TRIAL	80
<b>Section 9.15.</b>	Confidentiality	81
<b>Section 9.16.</b>	USA PATRIOT Act	82
<b>Section 9.17.</b>	Acknowledgement and Consent to Bail-In of EEA Financial Institutions	82



## SCHEDULES

- 1.1A Term Commitments
- 1.1B New Term Commitments and Five-Year Commitments
- 1.1C Existing Letters of Credit
- 1.1D Material Domestic Subsidiaries
- 1.1E New Term III Commitments

## EXHIBITS

- A [Reserved]
- B Form of Assignment and Acceptance
- C-1 Form of Competitive Bid Request
- C-2 Form of Invitation for Competitive Bids
- C-3 Form of Competitive Bid
- C-4 Form of Competitive Bid Accept/Reject Letter
- D-1 Form of New Lender Supplement
- D-2 Form of Incremental Facility Activation Notice
- E Form of Exemption Certificate
- F [Reserved]
- G Form of Compliance Certificate

COMPETITIVE ADVANCE AND REVOLVING CREDIT AGREEMENT, dated as of December 13, 2004 and effective as of January 5, 2005, as amended by the Amendments (as defined below) and as amended and restated as of August 5, 2013, among TEGNA Inc. (f/k/a GANNETT CO., INC.), a Delaware corporation (the “Borrower”), the several banks and other financial institutions from time to time parties to this Agreement (the “Lenders”), JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders hereunder (in such capacity, together with its successors, the “Administrative Agent”) and JPMORGAN CHASE BANK, N.A. and CITIBANK, N.A., as syndication agents (the “Syndication Agents”).

WHEREAS, the Borrower is a party to each of the Existing Credit Agreements (as defined below); and

WHEREAS, the parties to each of the Existing Credit Agreements have agreed to amend and restate the Existing Credit Agreements in their entirety pursuant to the Amendment and Restatement (as defined below) in the form of this Agreement;

NOW, THEREFORE, the parties agree that each Existing Credit Agreement is hereby amended and restated pursuant to the Amendment and Restatement to read in its entirety as follows:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Defined Terms.** The following words and terms shall have the following meanings in this Agreement:

“ABR”: for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Eurodollar Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that for the purpose of this definition, the Eurodollar Rate for any day shall be based on the LIBO Screen Rate (or if the LIBO Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the ABR due to a change in the Prime Rate, the NYFRB Rate or the Eurodollar Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Eurodollar Rate, respectively. If the ABR is being used as an alternate rate of interest pursuant to Section 2.12 hereof, then the ABR shall be the greater of clause (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the ABR shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“ABR Loans”: Loans the rate of interest applicable to which is based upon the ABR.

“Adjustment Date”: as defined in the Applicable Margin.

“Aggregate Commitment Percentage”: as to any Lender at any time, the percentage which such Lender’s Commitment then constitutes of the aggregate Commitments (or, at any time after the Commitments shall have expired or terminated, the percentage which the aggregate

principal amount of such Lender's Loans and Letters of Credit then outstanding constitutes of the aggregate principal amount of the Loans and Letters of Credit then outstanding).

“Agreement”: this Competitive Advance and Revolving Credit Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time.

“Amendments”: the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and Waiver, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment.

“Amendment and Restatement”: the Amendment and Restatement Agreement to this Agreement, dated as of August 5, 2013 among the Borrower, the Lenders, the Administrative Agent and JPMorgan Chase Bank, N.A., as the issuing lender.

“Amendment and Restatement Effective Date”: the date on which the conditions precedent set forth in Section 6 of the Amendment and Restatement shall have been satisfied or waived.

“Anti-Corruption Laws”: all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Applicable Margin”: (a) for each Type of Loan (including, without limitation, Term Loans, New Term Loans and New Term III Loans) other than Incremental Loans and with respect to the Commitment Fee Rate, the appropriate rate per annum set forth in the table below:

Total Leverage Ratio	Applicable Margin (payable pursuant to Section 2.9) for:		Commitment Fee Rate (payable pursuant to Section 2.10(b))
	ABR Loans	Eurodollar Loans	
>3.00 to 1.00	150.0 Basis Points	250.0 Basis Points	40.0 Basis Points
≤ 3.00 to 1.00 and > 2.00 to 1.00	125.0 Basis Points	225.0 Basis Points	35.0 Basis Points
≤ 2.00 to 1.00 and > 1.00 to 1.00	100.0 Basis Points	200.0 Basis Points	30.0 Basis Points
≤ 1.00 to 1.00	75.0 Basis Points	175.0 Basis Points	25.0 Basis Points

; provided, however, that if the Borrower achieves an Investment Grade Rating, and for so long as the Borrower maintains an Investment Grade Rating, each rate of Applicable Margin set forth above (as payable pursuant to Section 2.9) shall be reduced by 25 Basis Points solely in respect of the Five-Year Loans, the New Term Loans and the New Term III Loans.

The Applicable Margin on the Eleventh Amendment Effective Date shall be 150.0 Basis Points for ABR Loans and 250.0 Basis Points for Eurodollar Loans, subject to the final paragraph of this definition.

(b) for Incremental Loans, such per annum rates as shall be agreed to by the Borrower and the applicable Incremental Facility Lenders as shown in the applicable Incremental Facility Activation Notice.

For the purposes of the foregoing, on and after the Eleventh Amendment Effective Date, changes in the Applicable Margin resulting from changes in the Total Leverage Ratio shall become effective on the date (the "Adjustment Date") that is five Business Days after the date on which financial statements are delivered to the Lenders pursuant to Section 5.1(a) or (b) and shall remain in effect until the next change to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 5.1(a) or (b), then, until the date that is five Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Applicable Margin grid above shall apply. Each determination of the Total Leverage Ratio pursuant to the Applicable Margin grid above shall be made in a manner consistent with the determination thereof pursuant to Section 6.3.

"Application": an application, in such form as the applicable Issuing Lender may specify from time to time, requesting such Issuing Lender to open a Letter of Credit.

"Arrangers": JPMorgan Chase Bank, N.A. and Citibank, N.A., each in its capacity as a joint lead arranger and joint bookrunner.

"Assignee": as defined in Section 9.6(c).

"Assignment and Acceptance": an Assignment and Acceptance, substantially in the form of Exhibit B.

"Bail-In Action": 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": 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.

"Basis Point": 1/100th of one percent.

"Beneficial Ownership Certification": a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation": 31 C.F.R. § 1010.230.

"Benefit Plan": any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations 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".

“Board”: the Board of Governors of the Federal Reserve System, or any successor thereto.

“Borrower”: TEGNA Inc. (f/k/a Gannett Co., Inc.), a Delaware corporation.

“Borrowing”: a group of Loans of a single Type made by the Lenders (or, in the case of a Competitive Borrowing, by the Lender or Lenders whose Competitive Bids have been accepted pursuant to Section 2.3) on a single date and as to which a single Interest Period is in effect or, where applicable, the issuance of a Letter of Credit.

“Borrowing Date”: any Business Day specified by the Borrower as a date on which the Borrower requests the relevant Lenders to make Loans hereunder.

“Broadcasting Assets”: the property of the Borrower and its Subsidiaries the income and revenues of which are reported under the “Broadcasting Segment” of the financial statements of the Borrower and its Subsidiaries mostly recently delivered pursuant to Section 5.1(a) or (b).

“Business Day”: each Monday, Tuesday, Wednesday, Thursday and Friday which is not a legal holiday for banks in the State of New York; provided, that with respect to notices and determinations in connection with, and payments of principal and interest on, Eurodollar Loans, such day is also a day for trading by and between banks in Dollar deposits in the interbank Eurodollar market.

“Capital Stock”: any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing, but excluding any debt securities convertible into any of the foregoing.

“Change in Control”: (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the SEC thereunder as in effect on the date hereof), of shares representing more than 35% of the aggregate ordinary voting power represented by the issued and outstanding capital stock of the Borrower or (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed with the approval of a majority of directors so nominated (either by a specific vote or by approval by the board of directors of the Borrower’s proxy statement in which such member was named as a nominee for election as a director).

“Code”: the Internal Revenue Code of 1986, as amended from time to time.

“Commitment”: as to any Lender, the sum of its Five-Year Commitment, its Term Commitment, its New Term Commitment, its New Term III Commitment and its commitment under any Incremental Facility, if any.

“Commitment Fee Rate”: an amount determined from the table set forth in the definition of Applicable Margin.

“Commodity Exchange Act”: the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Competitive Bid”: an offer by a Lender to make a Competitive Loan pursuant to Section 2.3.

“Competitive Bid Accept/Reject Letter”: a notification made by the Borrower pursuant to Section 2.3(f) in the form of Exhibit C-4.

“Competitive Bid Rate”: as to any Competitive Bid made by a Lender pursuant to Section 2.3, (i) in the case of a Eurodollar Competitive Loan, the Eurodollar Rate plus (or minus) the Margin, and (ii) in the case of a Fixed Rate Loan, the fixed rate of interest offered by the Lender making such Competitive Bid.

“Competitive Bid Request”: a request made pursuant to Section 2.3(b) in the form of Exhibit C-1.

“Competitive Borrowing”: a Borrowing consisting of a Competitive Loan or concurrent Competitive Loans from the Lender or Lenders whose Competitive Bids for such Borrowing have been accepted by the Borrower under the bidding procedure described in Section 2.3.

“Competitive Loan”: a Loan (which shall be a Eurodollar Competitive Loan or a Fixed Rate Loan) made by a Lender pursuant to the bidding procedure described in Section 2.3.

“Conduit Lender”: any special purpose corporation organized and administered by any Lender for the purpose of making Loans hereunder otherwise required to be made by such Lender and designated by such Lender in a written instrument, subject to the consent of the Administrative Agent and the Borrower; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.14, 2.15, 2.16 or 9.5 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment hereunder.

“Consolidated EBITDA”: for any Test Period, Consolidated Net Income for such Test Period:

plus without duplication and to the extent already deducted (and not added back) in determining Consolidated Net Income for such Test Period, the sum of (a) Consolidated Interest Expense, (b) provisions for federal, state, local and foreign taxes based on income or gains, (c) total depreciation expense, (d) total amortization expense, including, without limitation, amortization of intangibles and Indebtedness issuance costs, (e) earn-out payments pursuant to any acquisitions or investments, (f) any loss (or minus any gain) from early extinguishments of any hedge agreement

(g) all reasonable and customary professional fees, to the extent incurred and paid in cash, in connection with and directly related to an acquisition (including, without limitation, any exchanges of television broadcast stations or of long-term station operating assets), whether or not successful, and paid or otherwise recognized prior to the date that is twelve (12) months after the completion or abandonment of such acquisition and (h) all other non-cash charges, expenses and other items including, without limitation, restructuring costs, severance costs, facility closures, stock-based compensation expense, non-cash charges arising from impairments and write-offs of assets (including investments) and foreign currency translation losses pertaining to intercompany activity; provided that if any such non-cash charges are reflected in Consolidated EBITDA and represent an accrual of or reserve for potential cash expenditures in any future period, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA for the period in which such payment is made;

plus the amount of any net run rate cost savings or any increased digital or broadcast contractual revenues (based on amendments or other changes to pricing in existing contracts (including existing cars.com affiliate agreements)) projected by the Borrower in good faith to be realized in connection with any investment, acquisition, disposition, merger or restructuring, in each case permitted under this Agreement (each, a "Specified Arrangement"), taken or initiated prior to or during such period (which shall be calculated on a pro forma basis as though such cost savings or increased revenues had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions; provided that (A) with respect to any such cost savings, an appropriate financial officer of the Borrower shall have certified to the Administrative Agent that (x) such cost savings are reasonably identifiable and factually supportable and (y) such actions to implement such cost savings shall have been taken or will be taken within 12 months of the date of such Specified Arrangement and (B) (x) the aggregate amount of all such cost savings that are included in this paragraph shall not exceed 10% of Consolidated EBITDA in any four quarter period and (y) the aggregate amount of all such cost savings and all increased revenues that are included in this paragraph shall not exceed 15% of Consolidated EBITDA in any four quarter period;

minus, without duplication and to the extent already included in determining Consolidated Net Income for such Test Period, non-cash gains increasing Consolidated Net Income for such Test Period, excluding any non-cash gains to the extent they represent the reversal of an accrual of or reserve for potential cash items that reduced Consolidated EBITDA in any prior period.

Notwithstanding the foregoing, there shall be excluded from the calculation of Consolidated EBITDA: (i) any extraordinary, unusual or non-recurring gains or losses; (ii) any cumulative effect of changes in accounting principles or policies and (iii) the Consolidated Net Income of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting; provided that Consolidated EBITDA shall be increased by the amount of dividends or distributions or other payments that are actually paid in cash (or to the extent converted into cash) by such Person to the Borrower or a Subsidiary thereof.

Notwithstanding the foregoing and solely for purposes of calculating compliance with Section 6.3, for purposes of determining Consolidated EBITDA for any period that includes

any of the fiscal quarters ended June 30, 2013 through March 29, 2015, Consolidated EBITDA for such fiscal quarters shall be as set forth in the table below (in thousands of Dollars).

Fiscal quarter ended as of	Consolidated EBITDA
June 30, 2013	\$204,374,000.00
September 29, 2013	\$195,377,000.00
December 29, 2013	\$228,875,000.00
March 30, 2014	\$182,949,000.00
June 29, 2014	\$386,083,000.00
September 28, 2014	\$214,125,000.00
December 28, 2014	\$311,474,000.00
March 29, 2015	\$196,264,000.00

For the purposes of calculating Consolidated EBITDA for any Test Period (i) if at any time during such Test Period, the Borrower or any Subsidiary shall have made any Material Disposition, the Consolidated EBITDA for such Test Period shall be reduced by an amount equal to the Consolidated EBITDA (if positive) attributable to the property that is the subject of such Material Disposition for such Test Period or increased by an amount equal to the Consolidated EBITDA (if negative) attributable thereto for such Test Period and (ii) if during such Test Period the Borrower or any Subsidiary shall have made a Material Acquisition or Material Investment, Consolidated EBITDA for such Test Period shall be calculated after giving pro forma effect thereto in accordance with Article 11 of Regulation S-X of the Securities and Exchange Commission and this definition, other than with reference to those portions thereof relating to whether the transaction would be considered significant, as if such Material Acquisition or Material Investment occurred on the first day of such Test Period. As used in this definition, "Material Acquisition" means any acquisition of property or series of related acquisitions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the voting equity securities of a Person and (b) involves the payment of consideration (including the assumption by the Borrower or its Subsidiaries of Indebtedness of the seller) by the Borrower and its Subsidiaries in excess of \$50,000,000; "Material Investment" means any purchase of voting equity securities of a Person which involves the payment of consideration by the Borrower and its Subsidiaries (including contributions of assets) in excess of \$50,000,000; and "Material Disposition" means any disposition of property or series of related dispositions of property that (a) constitutes assets comprising all or substantially all of an operating unit of a business or constitutes all or substantially all of the voting equity securities of a Subsidiary of the Borrower and (b) yields gross proceeds (including the discharge by the purchaser of Indebtedness of the Borrower or its Subsidiaries) to the Borrower or any of its Subsidiaries in excess of



\$50,000,000. Notwithstanding the foregoing, the parties understand and agree that the Borrower's acquisition on September 2, 2008 of a controlling membership interest in CareerBuilder, LLC shall constitute a Material Acquisition for the purposes of this Agreement.

**"Consolidated Interest Expense"**: with respect to all outstanding Indebtedness of a Person and its Subsidiaries for any period, the total interest expense of such Person and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

**"Consolidated Net Income"**: for any period, with respect to a Person and its Subsidiaries, the consolidated net income (or loss) of such Person and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP.

**"Consolidated Tangible Assets"**: for any period, with respect to the Borrower and its Domestic Subsidiaries, all property, plant and equipment, inventories and trade receivables of the Borrower and its Domestic Subsidiaries on a consolidated basis in accordance with GAAP.

**"Contractual Obligation"**: as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

**"Credit Status"**: any of Credit Status 1, Credit Status 2, Credit Status 3, Credit Status 4 or Credit Status 5. In determining whether Credit Status 1, Credit Status 2, Credit Status 3, Credit Status 4 or Credit Status 5 shall apply in any circumstance, if the applicable ratings by S&P and Moody's differ, the higher of the two ratings will be determinative, unless the applicable ratings by S&P and Moody's are more than one level apart, in which case the Credit Status one level above the lower rating will be determinative. In the event that the Borrower's senior unsecured long-term debt is rated by only one of S&P and Moody's, then that single rating shall be determinative.

**"Credit Status 1"**: shall exist upon the occurrence of the higher of a rating by S&P of the Borrower's senior unsecured long-term debt of at least A- or a rating by Moody's of the Borrower's senior unsecured long-term debt of at least A3.

**"Credit Status 2"**: shall exist upon the occurrence of the higher of a rating by S&P of the Borrower's senior unsecured long-term debt of at least BBB+ but lower than A- or a rating by Moody's of the Borrower's senior unsecured long-term debt of at least Baa1 but lower than A3.

**"Credit Status 3"**: shall exist upon the occurrence of the higher of a rating by S&P of the Borrower's senior unsecured long-term debt of at least BBB but lower than BBB+ or a rating by Moody's of the Borrower's senior unsecured long-term debt of at least Baa2 but lower than Baa1.

**"Credit Status 4"**: shall exist upon the occurrence of the higher of a rating by S&P of the Borrower's senior unsecured long-term debt of at least BBB- but lower than BBB or a rating by Moody's of the Borrower's senior unsecured long-term debt of at least Baa3 but lower than Baa2.

“Credit Status 5”: shall exist upon the occurrence of the higher of a rating by S&P of the Borrower’s senior unsecured long-term debt of lower than BBB- or a rating by Moody’s of the Borrower’s senior unsecured long-term debt of lower than Baa3.

“Default”: any of the events specified in Section 7.1, whether or not any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Defaulting Lender”: any Lender, as reasonably determined by the Administrative Agent, that has (1) failed to fund its portion of any Borrowing, or any portion of its participation in any Letter of Credit, within three Business Days of the date on which it shall have been required to fund the same, unless the subject of a good faith dispute between the Borrower and such Lender, (1) notified the Borrower, the Administrative Agent, each Issuing Lender or any other Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement (unless the subject of a good faith dispute between the Borrower and such Lender) or under agreements in which it commits to extend credit generally, (1) failed, within three Business Days after written request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans (unless the subject of a good faith dispute between the Borrower and such Lender) and participations in then outstanding Letters of Credit; provided that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (1) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, (1) (i) been (or has a parent company that has been) adjudicated as, or determined by any Governmental Authority having regulatory authority over such Person or its assets to be, insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, unless, in the case of any Lender referred to in this clause (e), the Borrower, the Administrative Agent and the Issuing Lenders shall be satisfied that such Lender intends, and has all approvals required to enable it, to continue to perform its obligations as a Lender hereunder, or (f) become (or has a direct or indirect parent company that has become) the subject of a Bail-In Action. For the avoidance of doubt, a Lender shall not be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in such Lender or its parent by a Governmental Authority.

“Dollars” and “\$”: dollars in lawful currency of the United States of America.

“Domestic Subsidiary”: any wholly-owned Subsidiary that is organized under the Laws of the United States, any state thereof or the District of Columbia.

“EEA Financial Institution”: (a) any institution 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 institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent;

“EEA Member Country”: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority”: 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.

“Eighth Amendment”: the Eighth Amendment to this Agreement, dated as of June 29, 2015, among the Borrower, the Lenders, the Administrative Agent and JPMorgan Chase Bank, N.A., as the issuing lender.

“Eighth Amendment Effective Date”: June 29, 2015.

“Eleventh Amendment”: the Eleventh Amendment to this Agreement, dated as of June 21, 2018, among the Borrower, the Lenders, the Administrative Agent and the Issuing Lenders.

“Eleventh Amendment Effective Date”: June 21, 2018.

“Environmental Laws”: any and all federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges or releases of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, petroleum or petroleum products, chemicals or industrial, toxic or hazardous substances or wastes or the clean-up or other remediation thereof.

“ERISA”: the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate”: any trade or business (whether or not incorporated) that, together with the Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(14) of ERISA or, solely for 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”: (a) 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); (b) the failure by any Plan to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan,

whether or not waived; (c) the filing pursuant to Section 412(d) of the Code or Section 303(d) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) the incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (e) the receipt by the Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (f) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan; (g) the failure by the Borrower or any of its ERISA Affiliates to pay when due (after expiration of any applicable grace period) any installment payment with respect to Withdrawal Liability under Section 4201 of ERISA; or (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower 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 within the meaning of Title IV of ERISA.

“EU Bail-In Legislation Schedule”: the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“Eurocurrency Reserve Requirements”: for any day as applied to a Eurodollar Loan, the aggregate (without duplication) of the maximum rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board or other Governmental Authority having jurisdiction with respect thereto) dealing with reserve requirements prescribed for Eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D of the Board) maintained by a member bank of the Federal Reserve System.

“Eurodollar Base Rate”: with respect to any Eurodollar Borrowing for any Interest Period, the LIBO Screen Rate at approximately 11:00 A.M., London time, two Business Days prior to the commencement of such Interest Period; provided, that, if the LIBO Screen Rate shall not be available at such time for such Interest Period (an “Impacted Interest Period”) with respect to Dollars, then the Eurodollar Base Rate shall be the Interpolated Rate at such time.

“Eurodollar Borrowing”: a Borrowing comprised of Eurodollar Loans.

“Eurodollar Competitive Loan”: any Competitive Loan bearing interest at a rate determined by reference to the Eurodollar Rate.

“Eurodollar Loan”: any Eurodollar Competitive Loan, Eurodollar Revolving Credit Loan or Eurodollar Term Loan.

“Eurodollar Rate”: with respect to any Eurodollar Borrowing for any Interest Period, an interest rate *per annum* (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the Eurodollar Base Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Eurodollar Revolving Credit Loan”: any Five-Year Loan bearing interest at a rate determined by reference to the Eurodollar Rate.

“Eurodollar Term Loan”: any Term Loan, New Term Loan or New Term III Loan bearing interest at a rate determined by reference to the Eurodollar Rate.

“Event of Default”: any of the Events of Default specified in Section 7.1 of this Agreement.

“Excluded Swap Obligation”: with respect to any Loan Party, any Swap Obligation, if, and to the extent that, and only for so long as, all or a portion of the guarantee of any Loan Party of, or the grant by such Loan Party of a security interest to secure, as applicable, 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 Loan Party’s failure to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder, at the time the guarantee of (or grant of such security interest by, as applicable) such Loan Party becomes or would become effective with respect to such 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.

“Existing Credit Agreements”: this Agreement, the 2002 Credit Agreement and the 2004 Credit Agreement, in each case, as in effect immediately prior to the Amendment and Restatement Effective Date.

“Existing Letters of Credit”: each letter of credit previously issued pursuant to the Existing Credit Agreements that is outstanding on the Eleventh Amendment Effective Date and listed on Schedule 1.1C hereto.

“Facility”: each of the Five-Year Facility, the Term Facility, the New Term Facility, the New Term III Facility and any Incremental Facility.

“FATCA”: 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 or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such sections of the Code.

“Federal Funds Effective Rate”: for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions (as determined in such manner as the NYFRB shall set forth on its public website from time to time) and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided, that, if the Federal Funds Effective Rate shall be less than zero, such rate as so determined would be deemed to be zero for purposes of this Agreement.

“Federal Reserve Board”: the Board of Governors of the Federal Reserve System of the United States of America.

“Fee Payment Date”: (a) the first Business Day following the last day of each March, June, September and December and (b) the 2023 Extended Termination Date.

“Fifth Amendment and Waiver”: the Fifth Amendment and Waiver to the Agreement, dated as of September 30, 2010, among the Borrower, the Lenders and the Administrative Agent.

“Fifth Amendment and Waiver Effective Date”: the date on which the conditions precedent set forth in Section 3 of the Fifth Amendment and Waiver shall have been satisfied or waived.

“First Amendment”: the First Amendment to the Agreement dated as of March 15, 2007, among the Borrower, the Lenders and the Administrative Agent.

“First Amendment Effective Date”: the date on which the conditions precedent set forth in paragraph 9(b) of the First Amendment shall have been satisfied or waived.

“Five-Year Available Commitment”: as to any Five-Year Lender at any time, the excess, if any, of (a) such Five-Year Lender’s Five-Year Commitment then in effect over (b) such Five-Year Lender’s Five-Year Extensions of Credit then outstanding.

“Five-Year Commitment”: as to any Lender, the obligation of such Lender, if any, to make Five-Year Loans and participate in Letters of Credit in an aggregate principal and/or face amount not to exceed the amount set forth under the heading “Five-Year Commitment” opposite such Lender’s name on Schedule 1.1B or in the Assignment and Acceptance or New Lender Supplement pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof.

“Five-Year Commitment Percentage”: as to any Five-Year Lender at any time, the percentage which such Five-Year Lender’s Five-Year Commitment then constitutes of the aggregate Five-Year Commitments (or, at any time after the Five-Year Commitments shall have expired or terminated, the percentage which the aggregate principal amount of such Five-Year Lender’s Five-Year Extensions of Credit then outstanding constitutes of the aggregate principal amount of the Five-Year Extensions of Credit then outstanding).

“Five-Year Commitment Period”: the period from and including the First Amendment Effective Date to the 2023 Extended Termination Date.

“Five-Year Competitive Loans”: Competitive Loans made under the Five-Year Facility.

“Five-Year Extensions of Credit”: as to any Five-Year Lender at any time, an amount equal to the sum of (a) the aggregate principal amount of all Five-Year Loans held by such Five-Year Lender then outstanding and (b) such Five-Year Lender’s Five-Year Commitment Percentage of the L/C Obligations then outstanding.

“Five-Year Facility”: the Five-Year Commitments and the Five-Year Extensions of Credit made thereunder.

“Five-Year Lender”: each Lender that has a Five-Year Commitment or that holds Five-Year Loans.

“Five-Year Loans”: as defined in Section 2.1(b).

“Fixed Rate Borrowing”: a Borrowing comprised of Fixed Rate Loans.

“Fixed Rate Loan”: any Competitive Loan bearing interest at a fixed percentage rate per annum specified by the Lender making such Loan in its Competitive Bid.

“Fourth Amendment”: the Fourth Amendment to the Agreement dated as of August 25, 2010, among the Borrower, the Lenders and the Administrative Agent.

“GAAP”: generally accepted accounting principles in the United States as in effect from time to time and consistent with those used in the preparation of the most recent audited financial statements referred to in Section 3.2. In the event that any “Accounting Change” (as defined below) shall occur and such change results in a material change in the method of calculation of financial covenants, standards or terms in this Agreement, then the Borrower and the Administrative Agent agree to enter into negotiations in order to amend such provisions of this Agreement so as to equitably reflect such Accounting Changes with the desired result that the criteria for evaluating the Borrower’s financial condition shall be the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred. “Accounting Changes” refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants or, if applicable, the Securities and Exchange Commission.

“Governmental Authority”: any nation or government, any state or other political subdivision thereof and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government.

“Guarantee”: a guarantee or similar contingent payment obligation, direct or indirect, in any manner, of all or any part of any Indebtedness; provided, that “Guarantee” shall not include (a) any endorsement of negotiable instruments for collection or deposit in the ordinary course of business or (b) any liability of the Borrower or its Subsidiaries as a general partner of a partnership (other than a wholly-owned Subsidiary of the Borrower) in respect of the Indebtedness of such partnership.

“Guarantee Agreement”: an agreement in form and substance reasonably acceptable to the Administrative Agent pursuant to which each Material Domestic Subsidiary party thereto unconditionally guarantees all Obligations.

“Guarantor”: each Subsidiary that enters into a Guarantee Agreement.

“Incremental Facility Activation Notice”: a notice substantially in the form of Exhibit D-2 hereto.

“Incremental Facility”: as defined in Section 2.1(d).

“Incremental Facility Closing Date”: any Business Day designated as such in an Incremental Facility Activation Notice.

“Incremental Facility Commitment”: as to any Lender, the obligation of such Lender, if any, to make Incremental Loans in an aggregate principal amount not to exceed the amount set forth in the applicable Incremental Facility Activation Notice or in the Assignment and Acceptance or New Lender Supplement pursuant to which such Lender became a party hereto, as the same may be changed from time to time pursuant to the terms hereof.

“Incremental Facility Lenders”: (a) on any Incremental Facility Closing Date relating to Incremental Loans, the Lenders signatory to the relevant Incremental Facility Activation Notice and (b) thereafter, each Lender that is a holder of an Incremental Loan.

“Incremental Facility Maturity Date”: with respect to the Incremental Loans, the maturity date specified in the applicable Incremental Facility Activation Notice, which date shall be a date that is on or after the 2023 Extended Termination Date.

“Incremental Loans”: as defined in Section 2.1(d).

“Indebtedness”: as to any Person at any date, without duplication, (a) all indebtedness for borrowed money, (b) all obligations for the deferred purchase price of property and services (but excluding any (i) current accounts payable incurred in the ordinary course of business, (ii) deferred compensation obligations incurred in the ordinary course of business and (iii) earn-out obligation until such earn-out obligation becomes a liability on the balance sheet of such Person in accordance with GAAP), (c) all obligations evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (e) all capital lease obligations, (f) the liquidation value of all mandatorily redeemable preferred stock, (g) all guarantee obligations of the foregoing and (h) all obligations of any kind referenced in (a) through (g) above secured by any lien on property owned by such Person or any of its Subsidiaries, whether or not such Person or any of its Subsidiaries has assumed or become liable for the payment of such obligation; provided, however, that “Indebtedness” does not include (x) letters of credit, except to the extent of unreimbursed amounts owing in respect of drawings thereunder, (y) net obligations under Swap Agreements, or (z) any liability of such Person as a general partner of a partnership (other than a wholly-owned Subsidiary of such Person) in respect of the Indebtedness of such partnership, except to the extent that such liability appears as indebtedness on the balance sheet of the Borrower; provided, further, that for purposes of this definition, no effect shall be given to changes to GAAP which become effective after the Amendment and Restatement Effective Date and may have the effect of converting certain operating leases into capital leases.



“Information”: as defined in Section 9.15.

“Interest Payment Date”: (a) as to any ABR Loan, the first Business Day following the last day of each March, June, September and December to occur while such Loan is outstanding and on the date such Loan is paid in full, (b) as to any Eurodollar Loan or Fixed Rate Loan, the last day of the Interest Period applicable thereto and (c) as to any Eurodollar Loan or Fixed Rate Loan having an Interest Period longer than three months or 90 days, as the case may be, each day which is three months or 90 days, respectively, after the first day of the Interest Period applicable thereto; provided that, in addition to the foregoing, each of (x) the date upon which both the Commitments have been terminated and the Loans have been paid in full and (y) the 2023 Extended Termination Date with respect to a Revolving Loan shall be deemed to be an “Interest Payment Date” with respect to any interest which is then accrued hereunder.

“Interest Period”: (a) with respect to any Eurodollar Loan:

- (i) initially, the period commencing on the borrowing or conversion date, as the case may be, with respect to such Eurodollar Loan and ending one, two, three or six (or if available to all the Lenders (or, in the case of Eurodollar Competitive Loans, the Lender making such Loans) twelve) months thereafter, as selected by the Borrower in its notice of borrowing or notice of conversion, as the case may be, given with respect thereto; and
- (ii) thereafter, each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Loan and ending one, two, three or six (or if available to all the Lenders (or, in the case of Eurodollar Competitive Loans, the Lender making such Loans) twelve) months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto; and
- (b) with respect to any Fixed Rate Loan, the period commencing on the Borrowing Date with respect to such Fixed Rate Loan and ending such number of days thereafter (which shall be not less than seven days or more than 360 days after the date of such borrowing) as selected by the Borrower in its Competitive Bid Request given with respect thereto.

provided that all of the foregoing provisions relating to Interest Periods are subject to the following:

- (A) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, in the case of an Interest Period pertaining to a Eurodollar Loan, the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day; and

- (B) any Interest Period that 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 a calendar month.

“Interpolated Rate”: at any time, for any Interest Period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate the longest period for which the LIBO Screen Rate is available that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“Investment Grade Rating”: a rating of Baa3 or higher by Moody’s and BBB- or higher by S&P, in each case with a stable or better outlook.

“Invitation for Competitive Bids”: an invitation made by the Borrower pursuant to Section 2.3(c) in the form of Exhibit C-2.

“IRS”: the United States Internal Revenue Service.

“Issuing Lender”: JPMorgan Chase Bank, N.A., Citibank, N.A., Barclays Bank PLC, Royal Bank of Canada, as applicable, and any other Five-Year Lender selected by the Borrower and approved by the Administrative Agent (not to be unreasonably withheld, delayed or conditioned) that has agreed in its sole discretion to act as an “Issuing Lender” hereunder, or any of their respective affiliates, in each case in its capacity as issuer of any Letter of Credit. Each reference herein to “the Issuing Lender” shall be deemed to be a reference to the relevant Issuing Lender.

“L/C Commitment”: (a) with respect to JPMorgan Chase Bank, N.A., \$27,900,000, (b) with respect to Citibank, N.A., \$27,900,000, (c) with respect to Barclays Bank PLC, \$22,100,000 and (d) with respect to Royal Bank of Canada, \$22,100,000.

“L/C Obligations”: at any time, an amount equal to the sum of (a) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (b) the aggregate amount of drawings under Letters of Credit that have not then been reimbursed pursuant to Section 2.20(e). For the avoidance of doubt, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the International Standby Practices (ISP98), such Letter of Credit shall be deemed to be “outstanding” in the amount so remaining available to be drawn.

“L/C Participants”: the collective reference to all the Five-Year Lenders other than the applicable Issuing Lender.

“Lender Affiliate”: (a) any affiliate of any Lender, (b) any Person that is administered or managed by any Lender and that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of

its business and (c) with respect to any Lender which is a fund that invests in commercial loans and similar extensions of credit, any other fund that invests in commercial loans and similar extensions of credit and is managed or advised by the same investment advisor as such Lender or by an affiliate of such Lender or investment advisor.

“Lenders”: as defined in the preamble hereto; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

“Letters of Credit”: as defined in Section 2.20(a).

“LIBO Screen Rate”: for any day and time, with respect to any Eurodollar Borrowing for any Interest Period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for a period equal in length to such Interest Period as displayed on such day and time on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); provided that if the LIBO Screen Rate shall be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“Lien”: any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest 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 substantially the same economic effect as any of the foregoing).

“Loan”: any loan made by any Lender pursuant to this Agreement.

“Loan Documents”: this Agreement, any Application, the Guarantee Agreement and all other written agreements whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to either the Administrative Agent or any Lender in connection with this Agreement or the Facilities contemplated hereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Loan Party”: the Borrower and any of its Subsidiaries that are party to a Loan Document.

“Majority Facility Lenders”: with respect to any Facility, the holders of more than 50% of the aggregate unpaid principal amount of the Term Loans, the New Term Loans, the New Term III Loans or the Five-Year Extensions of Credit, as the case may be, outstanding under such

Facility (or, in the case of the Five-Year Facility, prior to any termination of all of the Five-Year Commitments, the holders of more than 50% of the Five-Year Commitments then outstanding).

“Margin”: as to any Eurodollar Competitive Loan, the margin to be added to or subtracted from the Eurodollar Rate in order to determine the interest rate applicable to such Loan, as specified in the Competitive Bid relating to such Loan.

“Material”: when used to describe an adverse effect or an event on the Borrower or its Subsidiaries, shall mean a condition, event or act which, with the giving of notice or lapse of time or both, will constitute a Default or an Event of Default.

“Material Adverse Effect”: a Material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or the Guarantee Agreement or the material rights or remedies of the Administrative Agent and the Lenders hereunder or thereunder.

“Material Domestic Subsidiary”: any Domestic Subsidiary (a) whose total assets at the last day of the most recent Test Period were equal to or greater than 3% of the Total Assets at such date or (b) whose gross revenues for such Test Period were equal to or greater than 3% of the consolidated gross revenues of the Borrower and its Subsidiaries for such period, in each case determined in accordance with GAAP; provided that “Material Domestic Subsidiary” shall also include any of the Borrower’s Subsidiaries selected by the Borrower that is required to ensure that all Material Domestic Subsidiaries have in the aggregate (i) total assets at the last day of the most recent Test Period that were equal to or greater than 90% of the Total Assets of the Borrower’s Domestic Subsidiaries at such date and (ii) gross revenues for such Test Period that were equal to or greater than 90% of the consolidated gross revenues of the Borrower’s Domestic Subsidiaries for such period, in each case determined in accordance with GAAP.

“Moody’s”: Moody’s Investors Service, Inc. and its successors; provided, however, that if Moody’s ceases rating securities similar to the senior unsecured long-term debt of the Borrower and its ratings and business with respect to such securities shall not have been transferred to any successor, then “Moody’s” shall mean any other nationally recognized rating agency (other than S&P) selected by the Borrower and approved by the Administrative Agent (not to be unreasonably withheld or delayed) that rates any senior unsecured long-term debt of the Borrower.

“Multiemployer Plan”: a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

“Net Cash Proceeds”: in connection with any incurrence of Indebtedness, the cash proceeds received from such issuance or incurrence, net of attorneys’ fees, investment banking fees, accountants’ fees, underwriting discounts (including original issue discount, if any) and commissions and other customary fees and expenses actually incurred in connection therewith.

“Net Property, Plant and Equipment”: the amount under that heading on the consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP.

“New Lender”: as defined in Section 2.1(e).

“New Lender Supplement”: as defined in Section 2.1(e).

“New Term III Commitment”: as to any Lender, the obligation of such Lender, if any, to make a New Term III Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading “New Term III Commitment” opposite such Lender’s name on Schedule 1.1E hereto. The original aggregate amount of the New Term III Commitments is \$300,000,000.

“New Term III Facility”: the New Term III Commitments and the New Term III Loans made thereunder.

“New Term III Lender”: each Lender that has a New Term III Commitment or that holds a New Term III Loan.

“New Term III Loan”: as defined in Section 2.1A.

“New Term III Percentage”: as to any New Term III Lender at any time, the percentage which such Lender’s New Term III Commitment then outstanding constitutes of the aggregate New Term III Commitments (or, at any time after the Ninth Amendment Effective Date, the percentage which the aggregate principal amount of such Lender’s New Term III Loans then outstanding constitutes of the aggregate principal amount of the New Term III Loans then outstanding).

“New Term III Termination Date”: September 30, 2020.

“New Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a New Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading “New Term Commitment” opposite such Lender’s name on Schedule 1.1B hereto. The original aggregate amount of the New Term Commitments is \$200,000,000.

“New Term Facility”: the New Term Commitments and the New Term Loans made thereunder.

“New Term Lender”: each Lender that has a New Term Commitment or that holds a New Term Loan.

“New Term Loan”: as defined in Section 2.1A.

“New Term Percentage”: as to any New Term Lender at any time, the percentage which such Lender’s New Term Commitment then outstanding constitutes of the aggregate New Term Commitments (or, at any time after the Eighth Amendment Effective Date, the percentage which the aggregate principal amount of such Lender’s New Term Loans then outstanding constitutes of the aggregate principal amount of the New Term Loans then outstanding).

“Ninth Amendment”: the Ninth Amendment to this Agreement, dated as of September 30, 2016, among the Borrower, the Lenders party thereto, the Administrative Agent and JPMorgan Chase Bank, N.A., as the issuing lender.

“Ninth Amendment Effective Date”: September 30, 2016.

“Non-Consenting Lender”: as defined in Section 2.18(b).

“Non-Excluded Taxes”: as defined in Section 2.15(a).

“Non-U.S. Lender”: as defined in Section 2.15(d).

“NYFRB”: the Federal Reserve Bank of New York.

“NYFRB Rate”: for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligations”: collectively, the unpaid principal of and interest on (including interest accruing after the maturity of the Loans and creation of Reimbursement Obligations and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, of any Loan Party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Loans and all other obligations and liabilities of the Loan Parties to the Administrative Agent or to any Lender (or, in the case of Specified Swap Agreements and Specified Cash Management Agreements, any affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Agreement, any Guarantee Agreement, the Letters of Credit, any other Loan Document, any Specified Swap Agreement, any Specified Cash Management Agreement or any other document made, delivered or given in connection herewith or therewith, whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including all fees, charges and disbursements of counsel to the Administrative Agent or to any Lender that are required to be paid by any Loan Party pursuant hereto) or otherwise. Notwithstanding the foregoing, “Obligations” shall not include any Excluded Swap Obligations of any applicable Loan Party.

“Other Taxes”: any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Overnight Bank Funding Rate”: for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions (as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time) and published on the next succeeding Business Day by the

NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Pari Passu Indebtedness”: any Indebtedness existing under the 2015 Notes, 2016 Notes, 2018 Notes, 2019 Notes, 2020 Notes, 2021 Notes, 2023 Notes, 2024 Notes, 2027 Notes and any refinancing, refunding, renewals or extensions of any of the foregoing.

“Participant”: as defined in Section 9.6(b).

“Participant Register”: as defined in Section 9.6(b).

“PBGC”: the Pension Benefit Guaranty Corporation established under Section 4002 of ERISA and any successor entity performing similar functions.

“Permitted Commercial Paper”: any commercial paper issued by the Borrower to refinance Indebtedness at any time when the Borrower has Credit Status 1, Credit Status 2, Credit Status 3 or Credit Status 4.

“Person”: an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

“Plan”: 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.

“Plan Asset Regulations”: 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“Prime Rate”: the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as reasonably determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as reasonably determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“PTE”: a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Register”: as defined in Section 9.6(d).

“Regulation D”: Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

“Reimbursement Obligation”: the obligation of the Borrower to reimburse the applicable Issuing Lender pursuant to Section 2.20(e) for amounts drawn under Letters of Credit.

“Replacement Lender”: as defined in Section 2.18.

“Required Lenders”: at any time, the holders of more than 50% of the sum of (i) the aggregate unpaid principal amount of the Term Loans then outstanding, (ii) the aggregate unpaid principal amount of the New Term Loans then outstanding, (iii) the aggregate unpaid principal amount of the New Term III Loans then outstanding and (iv) the Total Commitments (other than the Term Commitments, New Term Commitments and New Term III Commitments) then in effect or, if the Commitments (other than the Term Commitments, New Term Commitments and New Term III Commitments) have been terminated, the Total Extensions of Credit (other than the Term Loans, New Term Loans and New Term III Loans) then outstanding.

“Requirement of Law”: as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other 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.

“S&P”: Standard & Poor’s Financial Services LLC and its successors; provided, however, that if S&P ceases rating securities similar to the senior unsecured long-term debt of the Borrower and its ratings and business with respect to such securities shall not have been transferred to any successor, then “S&P” shall mean any other nationally recognized rating agency (other than Moody’s) selected by the Borrower and approved by the Administrative Agent (not to be unreasonably withheld or delayed) that rates any senior unsecured long-term debt of the Borrower.

“Sanctions”: all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of Treasury or the U.S. Department of State.

“Sanctioned Country”: at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, Crimea, Cuba, Iran, North Korea and Syria).

“Sanctioned Person”: at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

“Second Amendment”: the Second Amendment to the Agreement dated as of October 23, 2008, among the Borrower, the Lenders and the Administrative Agent.

“Seventh Amendment”: the Seventh Amendment to the Agreement dated as of February 13, 2015, among the Borrower, the Lenders and the Administrative Agent.



“Seventh Amendment Effective Date”: February 13, 2015.

“Sixth Amendment”: the Sixth Amendment to the Agreement dated as of September 24, 2013, among the Borrower, the Lenders and the Administrative Agent.

“Specified Cash Management Agreement”: any agreement providing for treasury, depository, purchasing card or cash management services, including in connection with any automated clearing house transfers of funds or any similar transactions between the Borrower or any Guarantor and any Person that is a Lender or affiliate thereof at the time such agreement is entered into.

“Specified Change in Control”: a “Change in Control” (or any other defined term having a similar purpose) as defined in any indenture governing the Pari Passu Indebtedness.

“Specified Swap Agreement”: any Swap Agreement in respect of interest rates entered into by the Borrower or any Guarantor and any Person that is a Lender or an affiliate thereof at the time such Swap Agreement is entered into.

“Spin-Off”: the spin-off of the Borrower’s publishing business consummated in accordance with the Form 10 filed with the Securities and Exchange Commission on March 12, 2015, as amended on May 1, 2015 and as further amended on June 8, 2015 and June 12, 2015, which spin-off shall have occurred prior to, or substantially concurrently with, the Eighth Amendment Effective Date.

“Statutory Reserve Rate”: a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Eurodollar Rate, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Eurodollar Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subsidiary”: any corporation, partnership, limited liability company or other entity the majority of the shares of stock or other ownership interests having ordinary voting power of which at any time outstanding is owned directly or indirectly by the Borrower or by one or more of its other subsidiaries or by the Borrower in conjunction with one or more of its other subsidiaries.

“Swap”: any agreement, contract, or transaction that constitutes a “swap” within the meaning of section 1a(47) of the Commodity Exchange Act.

“Swap Agreement”: any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial

or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrower or any of its Subsidiaries shall be a “Swap Agreement”.

“Swap Obligation”: with respect to any person, any obligation to pay or perform under any Swap.

“Tenth Amendment”: the Tenth Amendment to this Agreement, dated as of August 1, 2017, among the Borrower, the Guarantors, the Lenders party thereto, the Administrative Agent and JPMorgan Chase Bank, N.A., as the issuing lender.

“Tenth Amendment Effective Date”: August 1, 2017.

“Term Commitment”: as to any Lender, the obligation of such Lender, if any, to make a Term Loan to the Borrower in a principal amount not to exceed the amount set forth under the heading “Term Commitment” opposite such Lender’s name on Schedule 1.1A hereto (as amended and restated on the Eighth Amendment Effective Date). The original aggregate amount of the Term Commitments is \$144,800,000.

“Term Facility”: the Term Commitments and the Term Loans made thereunder.

“Term Lender”: each Lender that has a Term Commitment or that holds a Term Loan.

“Term Loan”: as defined in Section 2.1A.

“Term Percentage”: as to any Term Lender at any time, the percentage which such Lender’s Term Commitment then constitutes of the aggregate Term Commitments (or, at any time after the Amendment and Restatement Effective Date, the percentage which the aggregate principal amount of such Lender’s Term Loans then outstanding constitutes of the aggregate principal amount of the Term Loans then outstanding).

“Test Period”: a period of four consecutive fiscal quarters ended on the last day of the fourth such fiscal quarter; provided that, solely for purposes of determining the Total Leverage Ratio at any time, “Test Period” shall mean a period of eight consecutive fiscal quarters ended on the last day of the eighth such fiscal quarter.

“Third Amendment”: the Third Amendment to the Agreement dated as of September 28, 2009, among the Borrower, the Lenders and the Administrative Agent.

“Total Assets”: the total assets of the Borrower and its Subsidiaries on a consolidated basis, as shown on the most recent balance sheet of the Borrower delivered pursuant to Section 5.1(a) or (b).

“Total Commitments”: at any time, the aggregate amount of the Commitments then in effect.

“Total Extensions of Credit”: at any time, the aggregate amount of all Loans and L/C Obligations outstanding at such time.

“Total Leverage Ratio”: as of the time of determination, the ratio of (a) total Indebtedness of the Borrower and its Subsidiaries on such date, minus Unrestricted Cash of the Borrower and its Subsidiaries, to the extent readily distributable to the Borrower, on such date to (b) Consolidated EBITDA for the period of eight consecutive fiscal quarters ended on such date divided by two.

“Total Shareholders’ Equity”: the amount appearing under that heading on the consolidated balance sheet of the Borrower and its Subsidiaries, prepared in accordance with GAAP.

“Transferee”: any Assignee or Participant.

“Withdrawal Liability”: any liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are used in sections 4203 and 4205, respectively, of ERISA.

“Write-Down and Conversion Powers”: 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.

“2002 Credit Agreement”: the Amended and Restated Competitive Advance and Revolving Credit Agreement, dated as of March 11, 2002 and effective as of March 18, 2002 (as further amended, amended and restated, supplemented or otherwise modified through the Amendment and Restatement Effective Date (without giving effect to the Amendment and Restatement)), among the Borrower, the lenders thereto, JPMorgan Chase Bank, N.A., as administrative agent, JPMorgan Chase Bank, N.A. and Citibank, N.A., as syndication agents, and Barclays Bank PLC, as documentation agent.

“2004 Credit Agreement”: the Competitive Advance and Revolving Credit Agreement, dated as of February 27, 2004 and effective as of March 15, 2004 (as further amended, amended and restated, supplemented or otherwise modified through the Amendment and Restatement Effective Date (without giving effect to the Amendment and Restatement)), among the Borrower, the lenders thereto, JPMorgan Chase Bank, N.A., as administrative agent, JPMorgan Chase Bank, N.A. and Citibank, N.A., as syndication agents, and Barclays Bank PLC and SunTrust Bank, as documentation agents.

“2015 Notes”: collectively, (i) the Borrower’s 10% Notes due June 2015 and (ii) the Borrower’s 6.375% Notes due September 2015.

“2016 Notes”: the Borrower’s 10% Notes due April 2016.

“2018 Notes”: the Borrower’s 7.125% Notes due September 2018.

“2019 Notes”: the Borrower’s 5.125% Notes due October 2019.

“2020 Notes”: the Borrower’s 5.125% Notes due July 2020.

“2021 Notes”: the Borrower’s 4.875% Notes due September 2021.

“2023 Notes”: the Borrower’s 6.375% Notes due October 2023.

“2024 Notes”: the Borrower’s 5.50% Notes due September 2024.

“2027 Notes”: collectively, (i) the Borrower’s 7.75% Notes due June 2027 and (ii) the Borrower’s 7.25% Notes due September 2027.

“2018 Extended Termination Date”: August 5, 2018 (or such earlier date on which the Term Facility terminates in accordance with the provisions hereof).

“2020 Extended Termination Date”: June 29, 2020 (or such earlier date on which the New Term Facility terminates in accordance with the provisions hereof).

“2023 Extended Termination Date”: June 21, 2023 (or such earlier date on which the Five-Year Commitments terminate in accordance with the provisions hereof).

“2023 Extension Option”: as defined in the Eleventh Amendment.

“Type”: as to any Five-Year Loan, Term Loan, New Term Loan or New Term III Loan, its nature as an ABR Loan or a Eurodollar Loan, and as to any Competitive Loan, its nature as a Eurodollar Competitive Loan or a Fixed Rate Loan.

“Unrestricted Cash”: unrestricted cash or cash equivalents in an amount not to exceed \$200.0 million in the aggregate.

#### **Section 1.2. Other Definitional Provisions.**

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto.

(b) As used herein, and any certificate or other document made or delivered pursuant hereto, accounting terms relating to the Borrower and its Subsidiaries not defined in Section 1.1 and accounting terms partly defined in Section 1.1, to the extent not defined, shall have the respective meanings given to them under GAAP.

(c) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(d) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**Section 1.3. Interest Rates.** The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to, the administration, submission or any other matter related to the rates in the definition of “Eurodollar Base Rate” or with respect to any comparable or successor rate thereto, or replacement rate therefor.

## ARTICLE II

### Amount and Terms of the Facilities

**Section 2.1A Term Commitments.** Subject to the terms and conditions hereof, (a) each Term Lender has agreed pursuant to the Amendment and Restatement to make a term loan (a “Term Loan”) to the Borrower on the Amendment and Restatement Effective Date in an amount not to exceed the amount of the Term Commitment of such Lender, (b) each New Term Lender has agreed pursuant to the Eighth Amendment to make a term loan (a “New Term Loan”) to the Borrower on the Eighth Amendment Effective Date in an amount not to exceed the amount of the New Term Commitment of such Lender and (c) each New Term III Lender has agreed pursuant to the Ninth Amendment to make a term loan (a “New Term III Loan”) to the Borrower on the Ninth Amendment Effective Date in an amount not to exceed the amount of the New Term III Commitment of such Lender. The Term Loans, New Term Loans and New Term III Loans may from time to time be Eurodollar Term Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.1B and 2.1C (each, solely with respect to the Term Loans), Sections 2.1D and 2.1E (each, solely with respect to the New Term Loans), Sections 2.1F and 2.1G (each, solely with respect to the New Term III Loans) and Section 2.6.

**Section 2.1B Procedure for Term Loan Borrowings.** The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, (a) in case of Eurodollar Loans, three Business Days prior to the anticipated Amendment and Restatement Effective Date or (b) otherwise, one Business Day prior to the anticipated Amendment and Restatement Effective Date) requesting that the Term Lenders make the Term Loans on the Amendment and Restatement Effective Date and specifying the amount to be borrowed. The Term Loans made on the Amendment and Restatement Effective Date shall initially be ABR Loans or Eurodollar Loans as specified by the Borrower in such notice. Upon receipt of such notice the Administrative Agent shall promptly notify each Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Amendment and Restatement Effective Date, each Term Lender shall make available to the Administrative Agent at the Administrative Agent’s office specified in Section 9.2 an amount in immediately available funds equal to the Term Loan or Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the Term Lenders in immediately available funds.

**Section 2.1C** Repayment of Term Loans. The Term Loan of each Lender shall mature in 20 consecutive quarterly installments, each of which shall be in an amount equal to such Lender's Term Percentage multiplied by the amount set forth below opposite such installment:

<u>Installment</u>	<u>Principal Amount</u>
December 31, 2013	\$7,400,000
March 31, 2014	\$7,400,000
June 30, 2014	\$7,400,000
September 30, 2014	\$7,400,000
December 31, 2014	\$7,400,000
March 31, 2015	\$7,400,000
June 30, 2015	\$7,400,000
September 30, 2015	\$7,400,000
December 31, 2015	\$7,400,000
March 31, 2016	\$7,400,000
June 30, 2016	\$7,400,000
September 30, 2016	\$7,400,000
December 31, 2016	\$7,400,000
March 31, 2017	\$7,400,000
June 30, 2017	\$7,400,000
September 30, 2017	\$7,400,000
December 31, 2017	\$7,400,000
March 31, 2018	\$7,400,000
June 30, 2018	\$7,400,000
2018 Extended Termination Date	Aggregate principal amount of Term Loans outstanding

**Section 2.1D** Procedure for New Term Loan Borrowings. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, (a) in case of Eurodollar Loans, three Business Days prior to the anticipated Eighth Amendment Effective Date or (b) otherwise, one Business Day prior to the anticipated Eighth Amendment Effective Date) requesting that the New Term Lenders make the New Term Loans on the Eighth Amendment Effective Date and specifying the amount to be borrowed. The New Term Loans made on the Eighth Amendment Effective Date shall initially be ABR Loans or Eurodollar Loans as specified by the Borrower in such notice. Upon receipt of such notice the Administrative Agent shall promptly notify each New Term Lender thereof. Not later than 12:00 Noon, New York City time, on the Eighth Amendment Effective Date, each New Term Lender shall make available to the Administrative Agent at the Administrative Agent's office specified in Section 9.2 an amount in immediately available funds equal to the New Term Loan or New Term Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of

the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the New Term Lenders in immediately available funds.

**Section 2.1E** Repayment of New Term Loans. The New Term Loan of each Lender shall mature in 20 consecutive quarterly installments, each of which shall be in an amount equal to such Lender’s New Term Percentage multiplied by the amount set forth below opposite such installment:

<u>Installment</u>	<u>Principal Amount</u>
September 30, 2015	\$10,000,000
December 31, 2015	\$10,000,000
March 31, 2016	\$10,000,000
June 30, 2016	\$10,000,000
September 30, 2016	\$10,000,000
December 31, 2016	\$10,000,000
March 31, 2017	\$10,000,000
June 30, 2017	\$10,000,000
September 30, 2017	\$10,000,000
December 31, 2017	\$10,000,000
March 31, 2018	\$10,000,000
June 30, 2018	\$10,000,000
September 30, 2018	\$10,000,000
December 31, 2018	\$10,000,000
March 31, 2019	\$10,000,000
June 30, 2019	\$10,000,000
September 30, 2019	\$10,000,000
December 31, 2019	\$10,000,000
March 31, 2020	\$10,000,000
2020 Extended Termination Date	Aggregate principal amount of New Term Loans outstanding

**Section 2.1F** Procedure for New Term III Loan Borrowings. The Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 10:00 A.M., New York City time, (a) in case of Eurodollar Loans, three Business Days prior to the anticipated Ninth Amendment Effective Date or (b) otherwise, one Business Day prior to the anticipated Ninth Amendment Effective Date) requesting that the New Term III Lenders make the New Term III Loans on the Ninth Amendment Effective Date and specifying the amount to be borrowed. The New Term III Loans made on the Ninth Amendment Effective Date shall initially be ABR Loans or Eurodollar Loans as specified by the Borrower in such notice. Upon receipt of such notice the Administrative Agent shall promptly notify each New Term III Lender thereof. Not later than 12:00 Noon, New York City time, on the Ninth Amendment Effective Date, each New Term III Lender shall make available to the Administrative Agent at the Administrative Agent’s office specified in Section 9.2 an amount in

immediately available funds equal to the New Term III Loan or New Term III Loans to be made by such Lender. The Administrative Agent shall credit the account of the Borrower on the books of such office of the Administrative Agent with the aggregate of the amounts made available to the Administrative Agent by the New Term III Lenders in immediately available funds.

**Section 2.1G** Repayment of New Term III Loans. The New Term III Loan of each Lender shall mature in 16 consecutive quarterly installments, each of which shall be in an amount equal to such Lender's New Term III Percentage multiplied by the amount set forth below opposite such installment:

<u>Installment</u>	<u>Principal Amount</u>
December 31, 2016	\$15,000,000
March 31, 2017	\$15,000,000
June 30, 2017	\$15,000,000
September 30, 2017	\$15,000,000
December 31, 2017	\$15,000,000
March 31, 2018	\$15,000,000
June 30, 2018	\$15,000,000
September 30, 2018	\$15,000,000
December 31, 2018	\$15,000,000
March 31, 2019	\$15,000,000
June 30, 2019	\$15,000,000
September 30, 2019	\$15,000,000
December 31, 2019	\$15,000,000
March 31, 2020	\$15,000,000
June 30, 2020	\$15,000,000
New Term III Termination Date	Aggregate principal amount of New Term III Loans outstanding

**Section 2.1.** Revolving Credit Commitments.

(a) [reserved]

(b) Subject to the terms and conditions hereof, each Five-Year Lender severally agrees to make revolving credit loans ("Five-Year Loans") to the Borrower from time to time during the Five-Year Commitment Period in an aggregate principal amount at any one time outstanding which, when added to such Lender's Five-Year Commitment Percentage of the L/C Obligations then outstanding, does not exceed the amount of such Lender's Five-Year Commitment. During the Five-Year Commitment Period, the Borrower may use the Five-Year Commitments by borrowing, prepaying the Five-Year Loans in whole or in part, and reborrowing, all in accordance with the terms and conditions hereof. Notwithstanding anything to the contrary contained in this Agreement, in no event (after giving effect to the use of proceeds of any Borrowing) shall (i) the amount of any Lender's Five-Year Commitment Percentage multiplied by the amount of a Borrowing of Five-Year Loans exceed such Lender's Five-Year



Available Commitment at the time of such Borrowing or (ii) the aggregate amount of Five-Year Extensions of Credit and Five-Year Competitive Loans at any one time outstanding exceed the aggregate Five-Year Commitments then in effect of all Lenders.

(c) The Five-Year Loans may from time to time be (i) Eurodollar Loans, (ii) ABR Loans or (iii) a combination thereof, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.6; provided that no Five-Year Loan shall be made as a Eurodollar Loan after the day that is one month prior to the 2023 Extended Termination Date.

(d) The Borrower (upon receipt of requisite authorization from its Board of Directors) and any one or more Lenders (including New Lenders) may from time to time agree that such Lenders shall (x) make available to the Borrower an additional credit facility (the “Incremental Facility” and any loans thereunder, the “Incremental Loans”), which credit facility shall take the form of (i) a revolving credit facility which matures on or after the 2023 Extended Termination Date or (ii) term loans which mature on or after the 2023 Extended Termination Date and/or (y) increase the amount of their Five-Year Commitment, or (in the case of a New Lender) make available a Five-Year Commitment which matures on the 2023 Extended Termination Date, in either such case by executing and delivering to the Administrative Agent an Incremental Facility Activation Notice specifying (i) the aggregate principal amount of such increase and the Facility or Facilities involved, (ii) the Incremental Facility Closing Date and (iii) in the case of an Incremental Facility, the applicable Incremental Facility Maturity Date. Notwithstanding the foregoing, (I) the sum of the aggregate principal amount of Incremental Facility Commitments and any increase in the Five-Year Commitments after the Eleventh Amendment Effective Date shall not exceed \$500,000,000 in the aggregate, (II) no increase pursuant to this paragraph may be obtained after the occurrence and during the continuation of a Default or Event of Default or if a Default or Event of Default would result therefrom, (III) any increase effected pursuant to this paragraph shall be in a minimum amount of at least \$10,000,000, (IV) the weighted average life to maturity of any new term loan Incremental Facility shall be equal to or greater than the weighted average life to maturity of the New Term III Loans, (V) other than amortization, pricing, fees and maturity date, each Incremental Facility (x) shall rank pari passu with the Term Facility, the New Term Facility, the New Term III Facility and the Five-Year Facility, as applicable, in right of payment and security, (y) shall have the same terms as the Term Facility (or (I) if the Term Facility shall have been terminated, the New Term Facility or (II) if the Term Facility and the New Term Facility shall have been terminated, the New Term III Facility) or the Five-Year Facility, as applicable, or such terms as are reasonably satisfactory to the Administrative Agent and the Borrower, and (z) except as set forth above, shall be treated substantially the same as the existing Term Facility (or (I) if the Term Facility shall have been terminated, the New Term Facility or (II) if the Term Facility and the New Term Facility shall have been terminated, the New Term III Facility) or the Five-Year Facility, as applicable (in each case, including with respect to mandatory and voluntary prepayments) and (VI) any Incremental Facility and/or increase in Five-Year Commitments shall be effected pursuant to documentation and procedures reasonably acceptable to the Administrative Agent (including, if applicable, procedures to ensure that outstandings are held ratably by the applicable Lenders). No Lender shall have any obligation to participate in any increase described in this paragraph unless it agrees to do so in its sole discretion.

(e) Any additional bank, financial institution or other entity which, with the consent of the Borrower and the Administrative Agent (which consent shall not be unreasonably withheld), elects to become a “Lender” under this Agreement in connection with any transaction described in Section 2.1(d) shall execute a New Lender Supplement (each, a “New Lender Supplement”), substantially in the form of Exhibit D-1 hereto, whereupon such bank, financial institution or other entity (a “New Lender”) shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement.

**Section 2.2. Procedure for Revolving Credit Borrowing.** The Borrower may borrow Five-Year Loans under the Commitments on any Business Day; provided that the Borrower shall give the Administrative Agent irrevocable notice (which notice must be received by the Administrative Agent prior to 12:00 P.M., New York City time, (a) three Business Days prior to the requested Borrowing Date, if all or any part of the requested Five-Year Loans are to be Eurodollar Loans, or (b) on the requested Borrowing Date, otherwise), specifying (i) the Facility under which the Borrowing is to be made, (ii) the amount to be borrowed, (iii) the requested Borrowing Date, (iv) whether the Borrowing is to be of Eurodollar Loans, ABR Loans or a combination thereof and (v) if the Borrowing is to be entirely or partly of Eurodollar Loans, the respective amounts of each such Type of Loan and the respective lengths of the initial Interest Periods therefor. Each Borrowing under the Commitments shall be in an amount equal to \$10,000,000 or a multiple of \$1,000,000 in excess thereof. Upon receipt of any such notice from the Borrower, the Administrative Agent shall promptly notify each relevant Lender thereof. Each relevant Lender will make the amount of its pro rata share of each Borrowing available to the Administrative Agent for the account of the Borrower at the office of the Administrative Agent specified in Section 9.2 prior to 2:00 P.M., New York City time, on the Borrowing Date requested by the Borrower in funds immediately available to the Administrative Agent. Such Borrowing will then immediately be made available to the Borrower by the Administrative Agent crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

**Section 2.3. Competitive Borrowings.**

(a) The Competitive Bid Option. In addition to the Five-Year Loans that may be made available pursuant to Section 2.1, the Borrower may, as set forth in this Section 2.3, request the Lenders to make offers to make Competitive Loans to the Borrower. The Lenders may, but shall have no obligation to, make such offers, and the Borrower may, but shall have no obligation to, accept any such offers in the manner set forth in this Section 2.3.

(b) Competitive Bid Request. When the Borrower wishes to request offers to make Competitive Loans under this Section 2.3, it shall transmit to the Administrative Agent a Competitive Bid Request to be received no later than 12:00 Noon (New York City time) on (x) the fourth Business Day prior to the Borrowing Date proposed therein, in the case of a Borrowing of Eurodollar Competitive Loans or (y) the Business Day immediately preceding the Borrowing Date proposed therein, in the case of a Fixed Rate Borrowing, specifying:

- (i) the Facility under which the Borrowing is to be made,

- (ii) the proposed Borrowing Date,
- (iii) the aggregate principal amount of such Borrowing, which shall be \$10,000,000 or a multiple of \$1,000,000 in excess thereof,
- (iv) the duration of the Interest Period applicable thereto, subject to the provisions of the definition of Interest Period contained in Section 1.1, and
- (v) whether the Borrowing then being requested is to be of Eurodollar Competitive Loans or Fixed Rate Loans.

A Competitive Bid Request that does not conform substantially to the format of Exhibit C-1 may be rejected by the Administrative Agent in its sole discretion, and the Administrative Agent shall promptly notify the Borrower of such rejection. The Borrower may request offers to make Competitive Loans for more than one Interest Period in a single Competitive Bid Request. No Competitive Bid Request shall be given within three Business Days of any other Competitive Bid Request pursuant to which the Borrower has made a Competitive Borrowing.

(c) Invitation for Competitive Bids. Promptly after its receipt of a Competitive Bid Request (but, in any event, no later than 3:00 P.M., New York City time, on the date of such receipt) conforming to the requirements of paragraph (b) above, the Administrative Agent shall send to each of the relevant Lenders an Invitation for Competitive Bids which shall constitute an invitation by the Borrower to each such Lender to bid, on the terms and conditions of this Agreement, to make Competitive Loans pursuant to the Competitive Bid Request.

(d) Submission and Contents of Competitive Bids. (i) Each Lender to which an Invitation for Competitive Bids is sent may submit a Competitive Bid containing an offer or offers to make Competitive Loans in response to such Invitation for Competitive Bids. Each Competitive Bid must comply with the requirements of this paragraph (d) and must be submitted to the Administrative Agent at its offices specified in Section 9.2 not later than (x) 9:30 A.M. (New York City time) on the third Business Day prior to the proposed Borrowing Date, in the case of a Borrowing of Eurodollar Competitive Loans or (y) 9:30 A.M. (New York City time) on the date of the proposed Borrowing, in the case of a Fixed Rate Borrowing; provided that any Competitive Bids submitted by the Administrative Agent in the capacity of a Lender may only be submitted if the Administrative Agent notifies the Borrower of the terms of the offer or offers contained therein not later than fifteen minutes prior to the deadline for the other Lenders. A Competitive Bid submitted by a Lender pursuant to this paragraph (d) shall be irrevocable.

(ii) Each Competitive Bid shall be in substantially the form of Exhibit C-3 and shall specify:

(A) the date of the proposed Borrowing and the Facility under which it is to be made,

(B) the principal amount of the Competitive Loan for which each such offer is being made, which principal amount (w) may be greater than, equal to or less than the Commitment of the quoting Lender, (x) must be in a minimum principal amount of \$5,000,000 or a multiple of \$1,000,000 in excess thereof, (y) may not exceed the

principal amount of Competitive Loans for which offers were requested and (z) may be subject to a limitation as to the maximum aggregate principal amount of Competitive Loans for which offers being made by such quoting Lender may be accepted,

(C) in the case of a Borrowing of Eurodollar Competitive Loans, the Margin offered for each such Competitive Loan, expressed as a percentage (specified in increments of 1/10,000th of 1%) to be added to or subtracted from such base rate,

(D) in the case of a Fixed Rate Borrowing, the rate of interest per annum (specified in increments of 1/10,000th of 1%) offered for each such Competitive Loan, and

(E) the identity of the quoting Lender.

A Competitive Bid may set forth up to five separate offers by the quoting Lender with respect to each Interest Period specified in the related Invitation for Competitive Bids. Any Competitive Bid shall be disregarded by the Administrative Agent if the Administrative Agent determines that it: (A) is not substantially in the form of Exhibit C-3 or does not specify all of the information required by Section 2.3(d)(ii); (B) contains qualifying, conditional or similar language (except for a limitation on the maximum principal amount which may be accepted); (C) proposes terms other than or in addition to those set forth in the applicable Invitation for Competitive Bids or (D) arrives after the time set forth in Section 2.3(d)(i).

(e) Notice to the Borrower. The Administrative Agent shall promptly (and, in any event, by 10:00 A.M., New York City time) notify the Borrower, by telecopy or electronic mail, of all the Competitive Bids made (including all disregarded bids), the Competitive Bid Rate and the principal amount of each Competitive Loan in respect of which a Competitive Bid was made and the identity of the Lender that made each bid. The Administrative Agent shall send a copy of all Competitive Bids (including all disregarded bids) to the Borrower for its records as soon as practicable after completion of the bidding process set forth in this Section 2.3.

(f) Acceptance and Notice by the Borrower. The Borrower may in its sole discretion, subject only to the provisions of this paragraph (f), accept or reject any Competitive Bid (other than any disregarded bid) referred to in paragraph (e) above. The Borrower shall notify the Administrative Agent by telephone, confirmed immediately thereafter by telecopy or electronic mail in the form of a Competitive Bid Accept/Reject Letter, whether and to what extent it wishes to accept any or all of the bids referred to in paragraph (e) above not later than (x) 11:00 A.M. (New York City time) on the third Business Day prior to the proposed Borrowing Date, in the case of a Competitive Eurodollar Borrowing or (y) 11:00 A.M. (New York City time) on the proposed Borrowing Date, in the case of a Fixed Rate Borrowing; provided that:

(i) the failure by the Borrower to give such notice shall be deemed to be a rejection of all the bids referred to in paragraph (e) above,

(ii) the aggregate principal amount of the Competitive Bids accepted by the Borrower may not exceed the lesser of (A) the principal amount set forth in the related Competitive Bid Request and (B) the excess, if any, of the aggregate Five-Year

Commitments of all Five-Year Lenders or the aggregate Incremental Facility Commitments of all Incremental Facility Lenders, as applicable, then in effect over the aggregate principal amount of all Five-Year Loans or Incremental Loans, as applicable, outstanding immediately prior to the making of such Competitive Loans,

(iii) if made under the Five-Year Facility, the aggregate principal amount of the Competitive Bids accepted by the Borrower may not exceed the lesser of (A) the principal amount set forth in the related Competitive Bid Request and (B) the excess, if any, of the aggregate Five-Year Commitments of all Five-Year Lenders then in effect over the aggregate principal amount of all Five-Year Extensions of Credit outstanding immediately prior to the making of such Competitive Loans, and

(iv) The Borrower may not accept any Competitive Bid that is disregarded by the Administrative Agent pursuant to 2.3(d)(ii) or that otherwise fails to comply with the requirements of this Agreement.

A notice given by the Borrower pursuant to this paragraph (f) shall be irrevocable.

(g) Allocation by Administrative Agent. If offers are made by two or more Lenders with the same Competitive Bid Rates for a greater aggregate principal amount than the amount in respect of which such offers are accepted for the related Interest Period, the principal amount of Competitive Loans in respect of which such offers are accepted shall be allocated by the Administrative Agent among such Lenders as nearly as possible (in integral multiples of \$1,000,000, as the Administrative Agent may deem appropriate) in proportion to the aggregate principal amounts of such offers.

(h) Notification of Acceptance. The Administrative Agent shall promptly (and, in any event, by 11:30 A.M., New York City time) notify each bidding Lender whether or not its Competitive Bid has been accepted (and if so, in what amount and at what Competitive Bid Rate), and each successful bidder will thereupon become bound, subject to the other applicable conditions hereof, to make the Competitive Loan in respect of which its bid has been accepted.

**Section 2.4. Termination or Reduction of Five-Year Commitments.** The Borrower shall have the right, upon not less than two Business Days' notice to the Administrative Agent, to terminate the Five-Year Commitments when no Five-Year Loans or Letters of Credit are then outstanding or, from time to time, to reduce the unutilized portion of the Five-Year Commitments. Any such reduction pursuant to this Section 2.4 shall be in an amount equal to \$10,000,000 or a multiple of \$1,000 in excess thereof and shall reduce permanently the Five-Year Commitments then in effect, and the fees payable pursuant to Section 2.10 shall then reflect the reduced Five-Year Commitments.

**Section 2.5. Optional Prepayments.** The Borrower may at any time and from time to time prepay the Loans, in whole or in part, without premium or penalty, upon irrevocable notice delivered to the Administrative Agent at least three Business Days prior thereto in the case of Eurodollar Loans and at least one Business Day prior thereto in the case of ABR Loans, which notice shall specify the date and amount of prepayment and whether the prepayment is of

Eurodollar Loans or ABR Loans; provided, that if a Eurodollar Loan is prepaid on any day other than the last day of the Interest Period applicable thereto, the Borrower shall also pay any amounts owing pursuant to Section 2.16. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. If any such notice is given, the amount specified in such notice shall be due and payable on the date specified therein, together with accrued interest and fees to such date on the amount prepaid. Partial prepayments shall be in an aggregate principal amount of \$10,000,000 or a multiple of \$1,000,000 in excess thereof. Notwithstanding anything to the contrary contained herein, the Borrower shall not prepay the Competitive Loans except pursuant to Article VII, with the consent of the Lender which has made such Competitive Loan or as provided in the related Competitive Bid Request.

**Section 2.6. Conversion and Continuation Options.**

(a) The Borrower may elect from time to time to convert Eurodollar Revolving Credit Loans and Eurodollar Term Loans to ABR Loans by giving the Administrative Agent at least one Business Day's prior irrevocable notice of such election; provided that any such conversion of Eurodollar Revolving Credit Loans or Eurodollar Term Loans may only be made on the last day of an Interest Period with respect thereto. The Borrower may elect from time to time to convert ABR Loans to Eurodollar Revolving Credit Loans or Eurodollar Term Loans, as applicable, by giving the Administrative Agent at least three Business Days' prior irrevocable notice of such election. Any such notice of conversion to Eurodollar Revolving Credit Loans or Eurodollar Term Loans shall specify the length of the initial Interest Period or Interest Periods therefor. Upon receipt of any such notice the Administrative Agent shall promptly notify each relevant Lender thereof. All or any part of outstanding Eurodollar Revolving Credit Loans, Eurodollar Term Loans and ABR Loans may be converted as provided herein; provided that (i) no Loan may be converted into a Eurodollar Revolving Credit Loan or Eurodollar Term Loan when any Event of Default has occurred and is continuing, (ii) no Five-Year Loan may be converted into a Eurodollar Revolving Credit Loan after the date that is one month prior to the 2023 Extended Termination Date, (iii) no Term Loan or New Term Loan may be converted into a Eurodollar Term Loan after the date that is one month prior to the 2020 Extended Termination Date and (iv) no New Term III Loan may be converted into a Eurodollar Term Loan after the date that is one month prior to the New Term III Termination Date.

(b) Any Eurodollar Revolving Credit Loans and Eurodollar Term Loans may be continued as such upon the expiration of the then current Interest Period with respect thereto by the Borrower giving notice to the Administrative Agent, in accordance with the applicable provisions of the term "Interest Period" set forth in Section 1.1, of the length of the next Interest Period to be applicable to such Loans; provided that no Eurodollar Revolving Credit Loan or Eurodollar Term Loan may be continued as such (i) when any Event of Default has occurred and is continuing or (ii) after the date that is one month prior to (A) the 2018 Extended Termination Date, in the case of Term Loans, (B) the 2020 Extended Termination Date, in the case of New Term Loans, (C) the New Term III Termination Date, in the case of New Term III Loans or (D) the 2023 Extended Termination Date, in the case of Five-Year Loans; and provided, further, that if the Borrower shall fail to give any required notice as described above in this paragraph or if such continuation is not permitted pursuant to the preceding proviso such Eurodollar Revolving Credit Loans or Eurodollar Term Loans shall be automatically converted to ABR Loans on the last day of such then expiring Interest Period.

**Section 2.7. Minimum Amounts of Eurodollar Borrowings.** All borrowings, conversions and continuations of Five-Year Loans, Term Loans, New Term Loans and New Term III Loans hereunder and all selections of Interest Periods hereunder shall be in such amounts and be made pursuant to such elections so that, after giving effect thereto, the aggregate principal amount of the Five-Year Loans, Term Loans, New Term Loans or New Term III Loans, as applicable, comprising each Eurodollar Borrowing shall be equal to \$10,000,000 or a multiple of \$1,000,000 in excess thereof and so that there shall not be more than 20 Eurodollar Borrowings outstanding at any one time.

**Section 2.8. Repayment of Loans; Evidence of Debt.**

(a) The Borrower hereby unconditionally promises to pay (i) to each Five-Year Lender on the 2023 Extended Termination Date (or such earlier date as the Five-Year Loans become due and payable pursuant to Article VII), the unpaid principal amount of each Five-Year Loan made by such Five-Year Lender, (ii) to each Term Lender on the dates specified in Section 2.1C (or such earlier date as the Term Loans become due and payable pursuant to Article VII), the unpaid principal amount of each Term Loan specified in Section 2.1C made by such Lender, (iii) to each New Term Lender on the dates specified in Section 2.1E (or such earlier date as the New Term Loans become due and payable pursuant to Article VII), the unpaid principal amount of each New Term Loan specified in Section 2.1E made by such Lender, (iv) to each New Term III Lender on the dates specified in Section 2.1G (or such earlier date as the New Term III Loans become due and payable pursuant to Article VII), the unpaid principal amount of each New Term III Loan specified in Section 2.1G made by such Lender, (v) to each Incremental Facility Lender on the applicable Incremental Facility Maturity Date (or such earlier date as the Incremental Loans become due and payable pursuant to Article VII), the unpaid principal amount of each Incremental Loan made by such Incremental Facility Lender and (v) to each applicable Lender on the last day of the applicable Interest Period, the unpaid principal amount of each Competitive Loan made by any such Lender. The Borrower hereby further agrees to pay interest in immediately available funds at the office of the Administrative Agent on the unpaid principal amount of the Loans from time to time from the date hereof until payment in full thereof at the rates per annum, and on the dates, set forth in Section 2.9.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to the appropriate lending office of such Lender resulting from each Loan made by such lending office of such Lender from time to time, including the amounts of principal and interest payable and paid to such lending office of such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain the Register pursuant to Section 9.6(d), and a subaccount for each Lender, in which Register and subaccounts (taken together) shall be recorded (i) the amount of each Loan made hereunder, the Type of each Loan made and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder from the Borrower and each Lender's share thereof.

(d) The entries made in the Register and accounts maintained pursuant to paragraphs (b) and (c) of this Section 2.8 shall, to the extent permitted by applicable law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; provided, however, that the failure of any Lender or the Administrative Agent to maintain such account, such Register or such subaccount, as applicable, or any error therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loans made to the Borrower by such Lender in accordance with the terms of this Agreement.

**Section 2.9. Interest Rates and Payment Dates.**

(a) Each ABR Loan shall bear interest at a rate per annum equal to the ABR plus the Applicable Margin.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at a rate per annum equal to (i) in the case of each Eurodollar Revolving Credit Loan and Eurodollar Term Loan, the Eurodollar Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin and (ii) in the case of each Eurodollar Competitive Loan, the Eurodollar Rate for the Interest Period in effect for such Borrowing plus (or minus, as the case may be) the Margin offered by the Lender making such Loan and accepted by the Borrower pursuant to Section 2.3.

(c) Each Fixed Rate Loan shall bear interest at a rate per annum equal to the fixed rate of interest offered by the Lender making such Loan and accepted by the Borrower pursuant to Section 2.3.

(d) Interest shall be payable in arrears on each Interest Payment Date; provided that interest accruing pursuant to paragraph (e) of this Section 2.9 shall be payable from time to time on demand.

(e) (i) If all or a portion of the principal amount of any Loan or Reimbursement Obligation shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to (x) in the case of the Loans, the rate that would otherwise be applicable thereto pursuant to the foregoing provisions of this Section 2.9 plus 1% or (y) in the case of Reimbursement Obligations, the rate applicable to ABR Loans plus 1% and (ii) to the extent permitted under applicable law, if all or a portion of any interest payable on any Loan or Reimbursement Obligation or any fee or other amount payable hereunder shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), such overdue amount shall bear interest at a rate per annum equal to the rate then applicable to ABR Loans plus 1%, in each case, with respect to clauses (i) and (ii) above, from the date of such non-payment until such amount is paid in full (as well after as before judgment).

**Section 2.10. Fees.**

(a) The Borrower agrees to pay to the Administrative Agent, for the account of the relevant Lenders, such fees as have been agreed by the Borrower and the Administrative Agent immediately prior to the Eleventh Amendment Effective Date. The Borrower agrees to



pay to the Administrative Agent the fees in the amounts and on the dates as set forth in any fee agreements with the Administrative Agent and to perform any other obligations contained therein.

(b) On the first Business Day following the last day of each March, June, September and December and on the 2023 Extended Termination Date (or, if earlier, on the date upon which both the Five-Year Commitments are terminated and the Five-Year Loans are paid in full), the Borrower shall pay to the Administrative Agent, for the ratable account of the Five-Year Lenders, as applicable, a commitment fee for the period from and including the Amendment and Restatement Effective Date to the last day of Five-Year Commitment Period, computed at the Commitment Fee Rate on the average daily amount of the aggregate undrawn Five-Year Commitments of such Lenders during the period for which payment is made, payable on the first Business Day following the last day of each fiscal quarter of the Borrower and on the 2023 Extended Termination Date (or, if earlier, on the date upon which both the Five-Year Commitments are terminated and the Five-Year Loans are paid in full), commencing on the first such date to occur after the Amendment and Restatement Effective Date.

**Section 2.11. Computation of Interest and Fees.**

(a) Interest payable pursuant hereto shall be calculated on the basis of a 360-day year for the actual days elapsed, except that, with respect to ABR Loans and Competitive Loans the rate of interest on which is calculated on the basis of the Prime Rate, the interest thereon shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. Fees payable pursuant hereto shall be calculated on the basis of a 365- (or 366-, as the case may be) day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of each determination of a Eurodollar Rate. Any change in the interest rate on a Loan resulting from a change in the ABR or the Eurocurrency Reserve Requirements shall become effective as of the opening of business on the day on which such change becomes effective. The Administrative Agent shall as soon as practicable notify the Borrower and the relevant Lenders of the effective date and the amount of each such change in interest rate.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the quotations used by the Administrative Agent in determining any interest rate pursuant to Section 2.11(a).

**Section 2.12. Alternate Rate of Interest.**

(a) If prior to the first day of any Interest Period in respect of any Term Loan, New Term Loan or New Term III Loan, the Administrative Agent shall have determined (which determination shall be conclusive and binding upon the Borrower) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period, the Administrative Agent shall give telecopy or telephonic notice thereof to the Borrower and the relevant Lenders as soon as practicable thereafter. If such notice is given (x) any Eurodollar Loans under the relevant

Facility requested to be made on the first day of such Interest Period shall be made as ABR Loans, (y) any Loans under the relevant Facility that were to have been converted on the first day of such Interest Period to Eurodollar Loans shall be continued as ABR Loans and (z) any outstanding Eurodollar Loans under the relevant Facility shall be converted, on the last day of the then-current Interest Period, to ABR Loans. Until such notice has been withdrawn by the Administrative Agent, no further Eurodollar Loans under the relevant Facility shall be made or continued as such, nor shall the Borrower have the right to convert Loans under the relevant Facility to Eurodollar Loans.

(b) If prior to the commencement of any Interest Period for a Five-Year Borrowing:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Eurodollar Rate or the Eurodollar Base Rate, as applicable (including, without limitation, for such Five-Year Eurodollar Borrowing because the LIBO Screen Rate is not available or published on a current basis), for such Interest Period; or

(ii) the Administrative Agent is advised by the Majority Facility Lenders in respect of the Five-Year Facility that the Eurodollar Rate or the Eurodollar Base Rate, as applicable, for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Five-Year Eurodollar Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the applicable Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the applicable Lenders that the circumstances giving rise to such notice no longer exist, (A) any request for a conversion of a Five-Year Borrowing to, or continuation of a Five-Year Borrowing as, a Eurodollar Borrowing shall be ineffective and (B) any request for a Five-Year Borrowing as a Eurodollar Borrowing, shall be made as an ABR Borrowing; provided that if the circumstances giving rise to such notice do not affect all Five-Year Lenders, then requests by the Borrower for a Five-Year Eurodollar Borrowing may be made to Lenders that are not affected thereby.

(c) If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in clause (b)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in clause (b)(i) have not arisen but either (w) the supervisor for the administrator of the LIBO Screen Rate has made a public statement that the administrator of the LIBO Screen Rate is insolvent (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (x) the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBO Screen Rate), (y) the supervisor for the administrator of the LIBO Screen Rate has made a public statement identifying a specific date after which the LIBO Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the LIBO Screen Rate or a Governmental Authority having jurisdiction over the Administrative

Agent has made a public statement identifying a specific date after which the LIBO Screen Rate may no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower shall endeavor to establish an alternate rate of interest to the Eurodollar Rate for Five-Year Loans that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time, and shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.1, 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 Business Days of the date notice of such alternate rate of interest is provided to the Five-Year Lenders, a written notice from the Majority Facility Lenders in respect of the Five-Year Facility stating that such Majority Facility Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this clause (c) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.12(c), only to the extent the LIBO Screen Rate for such Interest Period is not available or published at such time on a current basis), (x) any request for a conversion of a Five-Year Borrowing to, or continuation of any Five-Year Borrowing as, a Eurodollar Borrowing shall be ineffective and (y) any request for a Five-Year Eurodollar Borrowing shall be made as an ABR Borrowing.

**Section 2.13. Pro Rata Treatment and Payments.**

(a) Each borrowing of Five-Year Loans, Term Loans, New Term Loans and New Term III Loans from the Lenders hereunder, each payment by the Borrower on account of any fee hereunder and, subject to the last sentence of Section 2.4, any reduction of the Five-Year Commitments of the Lenders shall be made pro rata according to the Five-Year Commitment Percentages, Term Percentage, New Term Percentage or New Term III Percentage, as the case may be, of the relevant Lenders. Subject to the last sentence of Section 2.4, each payment (including each prepayment) by the Borrower on account of principal of and interest on the Five-Year Loans shall be made pro rata according to the respective outstanding principal amounts of the Five-Year Loans then held by the Five-Year Lenders. Each borrowing of Five-Year Loans from the Lenders hereunder, each payment by the Borrower on account of any fee hereunder and, subject to the last sentence of Section 2.4, any reduction of the Five-Year Loans of the Lenders shall be made pro rata according to the Five-Year Commitment Percentages of the relevant Lenders. Each payment by the Borrower on account of principal of and interest on any Borrowing of Competitive Loans shall be made pro rata among the Lenders participating in such Borrowing according to the respective principal amounts of their outstanding Competitive Loans comprising such Borrowing. Each payment (including each prepayment) by the Borrower on account of principal of and interest on the (i) Term Loans shall be made pro rata according to the respective outstanding principal amounts of the Term Loans then held by the Term Lenders, (ii) New Term Loans shall be made pro rata according to the respective outstanding principal amounts of the New Term Loans then held by the New Term Lenders and (iii) New Term III Loans shall be made pro rata according to the respective outstanding principal amounts of the New Term III Loans then held by the New Term III Lenders. The amount of each principal

prepayment of the (x) Term Loans shall be applied to reduce the then remaining installments of the Term Loans on a pro rata basis, (y) New Term Loans shall be applied to reduce the then remaining installments of the New Term Loans on a pro rata basis and (z) New Term III Loans shall be applied to reduce the then remaining installments of the New Term III Loans on a pro rata basis. Amounts prepaid on account of Term Loans, New Term Loans and New Term III Loans may not be reborrowed.

(b) All payments (including prepayments) to be made by the Borrower hereunder, whether on account of principal, interest, fees or otherwise, shall be made without setoff, recoupment or counterclaim and shall be made prior to 12:00 Noon, New York City time, on the due date thereof to the Administrative Agent, for the account of the relevant Lenders, at the Administrative Agent's office specified in Section 9.2, in Dollars and in immediately available funds. Notwithstanding the foregoing, the failure by the Borrower to make a payment (or prepayment) prior to 12:00 Noon on the due date thereof shall not constitute a Default or Event of Default if such payment is made on such due date; provided, however, that any payment (or prepayment) made after such time on such due date shall be deemed made on the next Business Day for the purposes of interest and reimbursement calculations. The Administrative Agent shall distribute such payments to the relevant Lenders promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the Eurodollar Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day. If any payment on a Eurodollar Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day. In the case of any extension of any payment of principal pursuant to the preceding two sentences, interest thereon shall be payable at the then applicable rate during such extension.

(c) Unless the Administrative Agent shall have been notified in writing by any Lender prior to a borrowing that such Lender will not make the amount that would constitute its share of such borrowing available to the Administrative Agent, the Administrative Agent may assume that such Lender is making such amount available to the Administrative Agent, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such amount is not made available to the Administrative Agent by the required time on the Borrowing Date therefor, such Lender shall pay to the Administrative Agent, on demand, such amount with interest thereon at a rate equal to the daily average NYFRB Rate for the period until such Lender makes such amount immediately available to the Administrative Agent. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this paragraph shall be conclusive in the absence of manifest error. If such Lender's share of such borrowing is not made available to the Administrative Agent by such Lender within three Business Days of such Borrowing Date, the Administrative Agent shall also be entitled to recover such amount with interest thereon at the rate per annum applicable to ABR Loans under the relevant Facility, on demand, from the Borrower. Nothing herein shall be deemed to limit the rights of the Borrower against any Lender who fails to make its share of such borrowing available.

(d) Unless the Administrative Agent shall have been notified in writing by the Borrower prior to the date of any payment being made hereunder that the Borrower will not make such payment to the Administrative Agent, the Administrative Agent may assume that the Borrower is making such payment, and the Administrative Agent may, but shall not be required to, in reliance upon such assumption, make available to the relevant Lenders their respective pro rata shares of a corresponding amount. If such payment is not made to the Administrative Agent by the Borrower within three Business Days of such required date, the Administrative Agent shall be entitled to recover, on demand, from each relevant Lender to which any amount which was made available pursuant to the preceding sentence, such amount with interest thereon at the rate per annum equal to the daily average NYFRB Rate. Nothing herein shall be deemed to limit the rights of the Administrative Agent or any Lender against the Borrower.

**Section 2.14. Requirements of Law.**

(a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the initial date hereof:

(i) shall subject any Lender or any Issuing Lender to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender or Issuing Lender in respect thereof (except for Non-Excluded Taxes covered by Section 2.15 and changes in the rate of tax on the overall net income of such Lender or Issuing Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan, insurance charge, or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of such Lender that is not otherwise included in the determination of the Eurodollar Rate hereunder; or

(iii) shall impose on such Lender any other condition affecting Eurodollar Loans;

and the result of any of the foregoing is to increase the cost to such Lender, by an amount that such Lender deems to be material, of making, converting into, continuing or maintaining Eurodollar Loans or issuing or participating in Letters of Credit, or to reduce any amount receivable hereunder in respect thereof, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to compensate such Lender for such increased cost or reduced amount receivable. If any Lender becomes entitled to claim any additional amounts pursuant to this paragraph, it shall promptly notify the Borrower (with a copy to the Administrative Agent) of the event by reason of which it has become so entitled. The Borrower shall not be liable in respect of any such increased costs to, or reduced amount of any sum received or receivable by, any Lender pursuant to this Section 2.14(a) with respect to any interest, fees or other amounts accrued by such Lender more than 15 days prior to the date notice thereof is given to the Borrower pursuant to this Section 2.14(a).

(b) If any Lender shall have determined that the adoption of or any change in any Requirement of Law regarding capital or liquidity requirements or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital or liquidity requirements (whether or not having the force of law) from any Governmental Authority made subsequent to the initial date hereof shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a consequence of its obligations hereunder or under or in respect of any Letter of Credit to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital or liquidity requirements) by an amount deemed by such Lender to be material, then from time to time, within 15 days after submission by such Lender to the Borrower (with a copy to the Administrative Agent) of a written request therefor, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender for such reduction; provided that the Borrower shall not be required to compensate a Lender pursuant to this paragraph for any amounts incurred more than 30 days prior to the date that such Lender notifies the Borrower of such Lender's intention to claim compensation therefor; and provided further that, if the circumstances giving rise to such claim have a retroactive effect, then such 30 day period shall be extended to include the period of such retroactive effect.

(c) Notwithstanding anything herein to the contrary, (i) all requests, rules, guidelines, requirements and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or by United States or foreign regulatory authorities, in each case pursuant to Basel III, and (ii) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof, shall in each case be deemed to be a change in law, regardless of the date enacted, adopted, issued or implemented.

(d) A certificate, setting forth a reasonably detailed explanation as to the reason for any additional amounts payable pursuant to this Section 2.14, submitted by any Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive in the absence of manifest error. The obligations of the Borrower pursuant to this Section shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

**Section 2.15. Taxes.**

(a) All payments made by or on behalf of any Loan Party under this Agreement or any other Loan Document shall be made free and clear of, and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any Governmental Authority, excluding net income taxes and franchise taxes (imposed in lieu of net income taxes) imposed on the Administrative Agent or any Lender as a result of a present or former connection between the Administrative Agent or such Lender and the jurisdiction of the Governmental Authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Administrative Agent or such Lender having executed, delivered or

performed its obligations or received a payment under, or enforced, this Agreement). If any such non-excluded taxes, levies, imposts, duties, charges, fees, deductions or withholdings (“Non-Excluded Taxes”) or Other Taxes are required to be withheld from any amounts payable to the Administrative Agent, any Issuing Lender or any Lender (as determined in the good faith discretion of the applicable withholding agent), (i) such amounts shall be paid to the relevant Governmental Authority in accordance with applicable law and (ii) the amounts so payable by the applicable Loan Party to the Administrative Agent, the Issuing Lenders or such Lender shall be increased to the extent necessary to yield to the Administrative Agent, the Issuing Lenders or such Lender (after payment of all Non-Excluded Taxes and Other Taxes) interest or any such other amounts payable hereunder at the rates or in the amounts specified in this Agreement, provided, however, that the applicable Loan Party shall not be required to increase any such amounts payable to any Lender with respect to any Non-Excluded Taxes (i) that are attributable to such Lender’s failure to comply with the requirements of paragraph (d) of this Section, (ii) that are United States withholding taxes imposed on amounts payable to such Lender at the time the Lender becomes a party to this Agreement (or designates a new lending office), except to the extent that such Lender’s assignor (if any) was entitled, at the time of assignment, to receive additional amounts from such Loan Party with respect to such Non-Excluded Taxes pursuant to this paragraph or (iii) any U.S. federal withholding taxes imposed under FATCA.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Whenever any Taxes are payable by the Borrower to a Governmental Authority pursuant to this Section 2.15, as promptly as possible thereafter the Borrower shall send to the Administrative Agent for its own account or for the account of the relevant Lender, as the case may be, a certified copy of an original official receipt received by the Borrower showing payment thereof.

(d) (i) Each Lender that is a “United States person” as defined in Section 7701(a)(30) of the Code shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement two properly completed and duly signed copies of U.S. Internal Revenue Service (“IRS”) Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal withholding tax. Each Lender (or Transferee) that is not a “United States person” as defined in Section 7701(a)(30) of the Code (a “Non-U.S. Lender”) shall deliver to the Borrower and the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) (i) two copies of IRS Form W-8BEN, Form W-8ECI or Form W-8IMY, as applicable (together with any applicable underlying IRS forms), (ii) in the case of a Non-U.S. Lender claiming exemption from U.S. federal withholding tax under Section 871(h) or 881(c) of the Code with respect to payments of “portfolio interest”, a statement substantially in the form of Exhibit E and the applicable IRS Form W-8, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement, or (iii) any other form prescribed by applicable requirements of U.S. federal income tax 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 requirements of law to permit the Borrower and the Administrative Agent to determine the withholding or deduction

required to be made. Such forms shall be delivered by each Non-U.S. Lender on or before the date it becomes a party to this Agreement or designates a new lending office (or, in the case of any Participant, on or before the date such Participant purchases the related participation). In addition, each Non-U.S. Lender shall deliver such forms promptly upon the obsolescence or invalidity of any form previously delivered by such Non-U.S. Lender. Each Non-U.S. Lender shall promptly notify the Borrower and the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower and the Administrative Agent (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this paragraph, a Non-U.S. Lender shall not be required to deliver any form pursuant to this paragraph that such Non-U.S. Lender is not legally able to deliver.

(ii) 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 that 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)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(e) The Loan Parties shall jointly and severally indemnify the Administrative Agent, the Issuing Lenders, and any other Lender, within 10 days after demand therefor, for the full amount of any Non-Excluded Taxes or Other Taxes (including Non-Excluded Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by such Administrative Agent, Issuing Lender or other Lender, or required to be withheld or deducted from a payment to such Administrative Agent, Issuing Lender or other Lender and any reasonable expenses arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other 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 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.

(f) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such taxes and without limiting the obligation of the Loan Parties to do so) and (ii) any taxes attributable to such Lender's failure to comply with the provisions of Section 9.6(b) relating to the maintenance of a Participant Register, in either 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 (f).

(g) If the Administrative Agent, any Issuing Lender or any Lender receives a refund in respect of any amounts paid by the Borrower pursuant to this Section 2.15, which refund in the reasonable judgment of such Administrative Agent, Issuing Lender or such Lender is allocable to such payment, it shall pay the amount of such refund to the Borrower, net of all reasonable out-of-pocket expenses of the Administrative Agent, the Issuing Lenders or such Lender, provided however, that the Borrower, upon the request of such Lender, Issuing Lenders or the Administrative Agent, agrees to repay the amount paid over to the Borrower to the Administrative Agent, the Issuing Lenders or such Lender in the event such Administrative Agent, Issuing Lender or the Lender is required to repay such refund. Nothing contained herein shall interfere with the right of the Administrative Agent or any Lender to arrange its tax affairs in whatever manner it deems fit nor oblige the Administrative Agent, any Issuing Lender or any Lender to apply for any refund or to disclose any information relating to its affairs or any computations in respect thereof.

(h) The agreements in this Section 2.15 shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

(i) For purposes of this Section 2.15, the term “applicable law” includes FATCA.

(j) Solely for purposes of determining withholding Taxes imposed under FATCA, from and after the Seventh Amendment Effective Date, the Borrower and the Administrative Agent shall treat (and the Lenders hereby authorize the Administrative Agent to treat) this Agreement (together with any Loans or other extensions of credit pursuant hereto) as not qualifying as a “grandfathered obligation” within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

**Section 2.16. Indemnity.** The Borrower agrees to indemnify each Lender and to hold each Lender harmless from any loss or expense that such Lender sustains or incurs as a consequence of (a) default by the Borrower in making a borrowing of, conversion into or continuation of Eurodollar Loans after the Borrower has given a notice requesting the same in accordance with the provisions of this Agreement, (b) default by the Borrower in making any prepayment of or conversion from Eurodollar Loans after the Borrower has given a notice thereof in accordance with the provisions of this Agreement or (c) the making of a prepayment of Eurodollar Loans on a day that is not the last day of an Interest Period with respect thereto. Such indemnification may include an amount equal to the excess, if any, of (i) the amount of interest that would have accrued on the amount so prepaid, or not so borrowed, converted or continued, for the period from the date of such prepayment or of such failure to borrow, convert or continue to the last day of such Interest Period (or, in the case of a failure to borrow, convert or continue, the Interest Period that would have commenced on the date of such failure) in each case at the applicable rate of interest for such Loans provided for herein (excluding, however, the Applicable Margin included therein, if any) over (ii) the amount of interest (as reasonably

determined by such Lender) that would have accrued to such Lender on such amount by placing such amount on deposit for a comparable period with leading banks in the interbank Eurodollar market. A certificate as to any amounts payable pursuant to this Section submitted to the Borrower by any Lender shall be conclusive in the absence of manifest error. This covenant shall survive the termination of this Agreement and the payment of the Loans and all other amounts payable hereunder.

**Section 2.17. Change of Lending Office.** Each Lender and each Issuing Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 2.14 or 2.15(a) with respect to such Lender or Issuing Lender, it will, if requested by the Borrower, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans or Letters of Credit affected by such event with the object of avoiding the consequences of such event; provided, that such designation is made on terms that, in the sole judgment of such Lender, cause such Lender and its lending office(s) to suffer no economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section shall affect or postpone any of the obligations of the Borrower or the rights of any Lender or Issuing Lender pursuant to Section 2.14 or 2.15(a).

**Section 2.18. Replacement of Lenders.**

(a) The Borrower shall be permitted to replace any Lender that (a) requests reimbursement for amounts owing pursuant to Section 2.14 or Section 2.15(a), (b) defaults in its obligation to make Loans hereunder or (c) is a “Non-Consenting Lender” (as defined below in this Section 2.18); provided that all such replaced Lenders are replaced with a replacement financial institution and/or one or more increased Five-Year Commitments from one or more other Lenders; provided that (i) such replacement does not conflict with any Requirement of Law, (ii) prior to any such replacement, such Lender shall have taken no action under Section 2.17 so as to eliminate the continued need for payment of amounts owing pursuant to Section 2.14 or Section 2.15(a), (iii) the replacement financial institution shall purchase, at par, all Loans and other amounts owing to such replaced Lender on or prior to the date of replacement, (iv) the Borrower shall be liable to such replaced Lender under Section 2.16 if any Eurodollar Loan owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (v) the replacement financial institution, if not already a Lender, shall be reasonably satisfactory to the Administrative Agent, (vi) the replaced Lender shall be obligated to make such replacement in accordance with the provisions of Section 9.6 (provided that the Borrower shall be obligated to pay the registration and processing fee referred to therein), (vii) until such time as such replacement shall be consummated, the Borrower shall pay all additional amounts (if any) required pursuant to Section 2.14 or Section 2.15(a), as the case may be, (viii) any such replacement shall not be deemed to be a waiver of any rights that the Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender, and (ix) the replacement financial institution shall consent, at the time of such assignment, to each matter in respect of which such Non-Consenting Lenders refused to consent.

(b) In the event that (i) the Borrower or the Administrative Agent has requested the Lenders to consent to a departure or waiver of any provisions of the Loan Documents or to agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all Lenders (including, for the avoidance of doubt, any

consent, waiver or amendment which requires the agreement of all Lenders directly affected thereby) in accordance with the terms of Section 9.1 and (iii) the Required Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a “Non-Consenting Lender.”

**Section 2.19.** [Reserved].

**Section 2.20.** L/C Commitment.

(a) Subject to the terms and conditions hereof, each Issuing Lender, in reliance on the agreements of the L/C Participants set forth in Section 2.20(d), agrees to issue letters of credit (“Letters of Credit”) for the account of the Borrower on any Business Day during the Five-Year Commitment Period in such form as may be approved from time to time by the applicable Issuing Lender; provided that no Issuing Lender shall have an obligation to issue any Letter of Credit to the extent that, after giving effect to such issuance, (i) the L/C Obligations would exceed the aggregate L/C Commitments of all Issuing Lenders, (ii) (x) the aggregate undrawn amount of all outstanding Letters of Credit issued by an Issuing Lender at such time plus (y) the unreimbursed portion of any payment made by such Issuing Lender under a Letter of Credit would exceed such Issuing Lender’s L/C Commitment or (iii) the aggregate amount of the Five-Year Available Commitments would be less than zero. Each Letter of Credit shall (i) be denominated in Dollars and (ii) expire no later than the earlier of (x) the first anniversary of its date of issuance and (y) the date that is five Business Days prior to the 2023 Extended Termination Date, provided that any Letter of Credit with a one-year term may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (y) above). Unless otherwise specified, all references herein to the amount of a Letter of Credit at any time shall be deemed to mean the maximum face amount of such Letter of Credit after giving effect to all increases thereof contemplated by such Letter of Credit or the Application therefore, whether or not such maximum face amount is in effect at such time. No Issuing Lender shall have any obligation hereunder to issue commercial letters of credit.

(i) The Issuing Lenders shall not at any time be obligated to issue any Letter of Credit to the extent (a) that such issuance would conflict with, or cause any Issuing Lender or any L/C Participant to exceed any limits imposed by, any applicable Requirement of Law, (b) any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over an Issuing Lender shall prohibit, or request that such Issuing Lender refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Lender with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Lender is not otherwise compensated hereunder) not in effect on the Amendment and Restatement Effective Date, or shall impose upon an Issuing Lender any unreimbursed loss, cost or expense which was not applicable on the Amendment and Restatement Effective Date and which such Issuing Lender in good faith deems material to it or (c) the issuance of such Letter of Credit would violate one or more policies of an Issuing Lender applicable to letters of credit generally.

(ii) [Reserved].

(b) Procedure for Issuance of Letters of Credit. The Borrower may from time to time request that an Issuing Lender issue a Letter of Credit by delivering to the Issuing Lender at its address for notices specified herein or otherwise on file with the Administrative Agent (with a copy to the Administrative Agent) an Application therefor, completed to the satisfaction of such Issuing Lender, and such other certificates, documents and other papers and information as such Issuing Lender may reasonably request. Unless the applicable Issuing Lender has received written notice from any Lender or the Administrative Agent at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit that the conditions precedent set forth in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, such Issuing Lender shall, on the requested date, issue a Letter of Credit or enter into the applicable amendment, as the case may be, in accordance with its customary procedures (but in no event shall the applicable Issuing Lender be required to issue any Letter of Credit earlier than three Business Days after its receipt of the Application therefor and all such other certificates, documents and other papers and information relating thereto). The applicable Issuing Lender shall furnish a copy of such Letter of Credit to the Borrower promptly following the issuance thereof. The applicable Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof). A Letter of Credit shall be issued only to the extent (and upon issuance of each Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the L/C Obligations shall not exceed the aggregate L/C Commitments of all Issuing Lenders, (ii) (x) the aggregate undrawn amount of all outstanding Letters of Credit issued by an Issuing Lender at such time plus (y) the unreimbursed portion of any payment made by such Issuing Lender under a Letter of Credit shall not exceed such Issuing Lender's L/C Commitment and (iii) the aggregate amount of the Five-Year Extensions of Credit shall not exceed the aggregate Five-Year Commitments. Such Issuing Lender shall promptly furnish to the Administrative Agent, which shall in turn promptly furnish to the Lenders, notice of the issuance of each Letter of Credit (including the amount thereof).

(c) Fees and Other Charges. The Borrower will pay a fee on all outstanding Letters of Credit at a per annum rate equal to the Applicable Margin then in effect with respect to Eurodollar Loans under the Five-Year Facility, shared ratably among the Five-Year Lenders and payable quarterly in arrears on each Fee Payment Date after the issuance date. The Borrower will also pay a fronting fee on all outstanding Letters of Credit at a per annum rate separately agreed upon between the Borrower and each Issuing Lender. In addition to the foregoing fees, the Borrower shall pay or reimburse each Issuing Lender for such normal and customary costs and expenses as are incurred or charged by such Issuing Lender in issuing, negotiating, effecting payment under, amending or otherwise administering any Letter of Credit.

(d) L/C Participations. (i) Each Issuing Lender irrevocably agrees to grant and hereby grants to each L/C Participant, and, to induce such Issuing Lender to issue Letters of Credit, each L/C Participant irrevocably agrees to accept and purchase and hereby accepts and purchases from such Issuing Lender, on the terms and conditions set forth below, for such L/C Participant's own account and risk an undivided interest equal to such L/C Participant's Five-Year Commitment Percentage in such Issuing Lender's obligations and rights under and in respect of each Letter of Credit and the amount of each draft paid by such Issuing Lender thereunder. Each L/C Participant agrees with each Issuing Lender that, if a draft is paid under

any Letter of Credit for which an Issuing Lender is not reimbursed in full by the Borrower in accordance with the terms of this Agreement, such L/C Participant shall pay to the applicable Issuing Lender upon demand an amount equal to such L/C Participant's Five-Year Commitment Percentage of the amount of such draft, or any part thereof, that is not so reimbursed. Each L/C Participant's obligation to pay such amount shall be absolute and unconditional and shall not be affected by any circumstance, including (i) any setoff, counterclaim, recoupment, defense or other right that such L/C Participant may have against the applicable Issuing Lender, the Borrower or any other Person for any reason whatsoever, (ii) the occurrence or continuance of a Default or an Event of Default or the failure to satisfy any of the other conditions specified in Article IV, (iii) any adverse change in the condition (financial or otherwise) of the Borrower, (iv) any breach of this Agreement by the Borrower, any other Loan Party or any other L/C Participant or (v) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing.

(ii) If any amount required to be paid by any L/C Participant to an Issuing Lender pursuant to Section 2.20(d)(i) in respect of any unreimbursed portion of any payment made by such Issuing Lender under any Letter of Credit is paid to the applicable Issuing Lender within three Business Days after the date such payment is due, such L/C Participant shall pay to the applicable Issuing Lender on demand an amount equal to the product of (i) such amount, times (ii) the daily average Federal Funds Effective Rate during the period from and including the date such payment is required to the date on which such payment is immediately available to the applicable Issuing Lender, times (iii) a fraction the numerator of which is the number of days that elapse during such period and the denominator of which is 360. If any such amount required to be paid by any L/C Participant pursuant to Section 2.20(d)(i) is not made available to the applicable Issuing Lender by such L/C Participant within three Business Days after the date such payment is due, such Issuing Lender shall be entitled to recover from such L/C Participant, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to ABR Loans under the Five-Year Facility. A certificate of the applicable Issuing Lender submitted to any L/C Participant with respect to any amounts owing under this Section shall be conclusive in the absence of manifest error.

(iii) Whenever, at any time after an Issuing Lender has made payment under any Letter of Credit and has received from any L/C Participant its pro rata share of such payment in accordance with Section 2.20(d)(i), such Issuing Lender receives any payment related to such Letter of Credit (whether directly from the Borrower or otherwise, including proceeds of collateral applied thereto by the applicable Issuing Lender), or any payment of interest on account thereof, the Issuing Lender will distribute to such L/C Participant its pro rata share thereof; provided, however, that in the event that any such payment received by such Issuing Lender shall be required to be returned by the Issuing Lender, such L/C Participant shall return to the applicable Issuing Lender the portion thereof previously distributed by the Issuing Lender to it.

(e) Reimbursement Obligation of the Borrower. If any draft is paid under any Letter of Credit, the Borrower shall reimburse the applicable Issuing Lender for the amount of (a) the draft so paid and (b) any taxes, fees, charges or other costs or expenses incurred by such Issuing Lender in connection with such payment, not later than 12:00 Noon, New York City time, on (i) the Business Day that the Borrower receives notice of such draft, if such notice is

received on such day prior to 11:00 A.M., New York City time, or (ii) if clause (i) above does not apply, the Business Day immediately following the day that the Borrower receives such notice. Each such payment shall be made to the applicable Issuing Lender at its address for notices referred to herein in Dollars and in immediately available funds. Interest shall be payable on any such amounts from the date on which the relevant draft is paid until payment in full at the rate set forth in (x) until the Business Day next succeeding the date of the relevant notice, Section 2.9(a) and (y) thereafter, Section 2.9(e).

(f) Obligations Absolute. The Borrower's obligations under this Section 2.20 shall be absolute, unconditional and irrevocable under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that the Borrower may have or have had against an Issuing Lender, any beneficiary of a Letter of Credit or any other Person. The Borrower also agrees with the Issuing Lenders that no Issuing Lender shall be responsible for, and the Borrower's Reimbursement Obligations under Section 2.20(e) shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even though such documents shall in fact prove to be invalid, fraudulent or forged, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any other party to which such Letter of Credit may be transferred or any claims whatsoever of the Borrower against any beneficiary of such Letter of Credit or any such transferee, payment by an Issuing Lender under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's Obligations hereunder. No Issuing Lender shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Letter of Credit, except for errors or omissions found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Issuing Lender. The Borrower agrees that any action lawfully taken or omitted by the Issuing Lenders under or in connection with any Letter of Credit or the related drafts or documents, if done in the absence of gross negligence or willful misconduct, shall be binding on the Borrower and shall not result in any liability of the Issuing Lenders to the Borrower.

(g) Letter of Credit Payments. If any draft shall be presented for payment under any Letter of Credit, the applicable Issuing Lender shall examine the drawing documents within the period stipulated by terms and conditions of such Letter of Credit (if any) and thereafter shall promptly notify the Borrower and the Administrative Agent of the date and amount thereof. The responsibility of such Issuing Lender to the Borrower in connection with any draft presented for payment under any Letter of Credit shall, in addition to any payment obligation expressly provided for in such Letter of Credit, be limited to determining, using reasonable care, that the documents (including each draft) delivered under such Letter of Credit in connection with such presentment are substantially in conformity with such Letter of Credit.

(h) Payments. Any payments and reimbursements due to the Issuing Lenders hereunder shall be remitted to the Administrative Agent which shall, in turn, remit such funds to the applicable Issuing Lender.

(i) Applications. To the extent that any provision of any Application related to any Letter of Credit is inconsistent with the provisions of this Section 2.20, the provisions of this Section 2.20 shall apply.

(j) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the “account party,” “applicant,” “customer,” “instructing party,” or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Lender (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the Borrower (i) shall reimburse, indemnify and compensate the applicable Issuing Lender hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of the Borrower and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. The Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of the Borrower, and that the Borrower’s business derives substantial benefits from the businesses of such Subsidiaries.

**Section 2.21. Defaulting Lenders**. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) if any L/C Obligations exists at the time a Lender becomes a Defaulting Lender then within one Business Day following notice by the Administrative Agent, the Borrower shall cash collateralize such Defaulting Lender’s Five-Year Commitment Percentage of the L/C Obligations in accordance with the procedures satisfactory to the Administrative Agent for so long as such L/C Obligations are outstanding; and

(b) so long as any Lender is a Defaulting Lender, the Issuing Lenders shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by cash collateral provided by the Borrower.

### ARTICLE III

#### Representations and Warranties

To induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Loans and issue and/or participate in Letters of Credit, the Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

**Section 3.1. Organization; Powers**. The Borrower and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation. Except where the failure to do so, individually or in the aggregate, would result in a Material Adverse Effect, the Borrower and each of its Subsidiaries is duly qualified to do business as a foreign corporation and is in good standing in all states in which it

owns substantial properties or in which it conducts a substantial business and its activities make such qualifications necessary.

**Section 3.2. Financial Condition; No Material Adverse Effect.** On or as of the Eleventh Amendment Effective Date, the Borrower has furnished to each of the Lenders copies of either its Annual Report for 2017 or a report on Form 8-K, containing in either case, copies of its consolidated balance sheet as of December 31, 2017 and the related statements of consolidated income and changes in shareholders' equity and cash flows for 2017, all reported on by Ernst & Young LLP, independent public accountants. The financial statements contained in such Annual Report or report on Form 8-K (including the related notes) fairly present the Borrower's consolidated financial condition as of their respective dates and the consolidated results of the operations of the Borrower and its Subsidiaries for the periods then ended, and have been prepared in accordance with GAAP. The Borrower and its Subsidiaries had no Material liabilities as of December 31, 2017 not reflected in the consolidated balance sheet as of December 31, 2017 or the related notes as of said date, and from that date to the Eleventh Amendment Effective Date there has been no Material change in the business or financial condition of the Borrower and its Subsidiaries taken as a whole which has not been publicly disclosed.

**Section 3.3. Properties.** As of the Eleventh Amendment Effective Date, the Borrower and its Subsidiaries owned absolutely, free and clear of all Liens, all of the real or personal property reflected in the consolidated balance sheet dated as of December 31, 2017 referred to in Section 3.2 and all other property acquired by them, respectively after December 31, 2017 except such property as has been disposed of in the ordinary course of business, and except for (i) easements, restrictions, exceptions, reservations or defects which, in the aggregate, do not materially interfere with the continued use of such property or materially affect the value thereof to the Borrower or its Subsidiaries, (ii) Liens, if any, for current taxes not delinquent, and (iii) Liens reflected on such consolidated balance sheet or not otherwise prohibited by Section 6.1. As of the Eleventh Amendment Effective Date, the Borrower and its Subsidiaries enjoy peaceful and undisturbed possession of their properties which are held under lease and all such leases are in good standing and valid and binding obligations of the lessors in full force and effect, except for exceptions, reservations or defects which in the aggregate do not materially interfere with the continued use of such property or materially affect the value thereof to the Borrower or its Subsidiaries.

**Section 3.4. Litigation.** There are no actions, suits, or proceedings pending or, to the Borrower's knowledge, threatened against or affecting it or any Subsidiary in or before any court or foreign or domestic governmental instrumentality, and neither the Borrower nor any Subsidiary is in default in respect of any order of any such court or instrumentality which, in the Borrower's opinion, are Material.

**Section 3.5. No Conflicts.** Neither the execution and delivery of this Agreement, the consummation of the transactions herein contemplated, nor compliance with the terms and provisions hereof will conflict with or result in a breach of any of the provisions of the Borrower's restated certificate of incorporation, as amended, or by-laws, as amended, or any law or regulation, or any order of any court or governmental instrumentality, or any agreement or



instrument by which the Borrower is bound, or constitute a default thereunder, or result in the imposition of any Lien not permitted under this Agreement upon any of the Borrower's property.

**Section 3.6. Taxes.** To the best of the Borrower's knowledge, the Borrower and its Subsidiaries have filed all tax returns which are required to be filed by any jurisdiction, and have paid all taxes which have become due pursuant to said returns or pursuant to any assessments against it or its Subsidiaries, except to the extent only that such taxes are not material or are being contested in good faith by appropriate proceedings.

**Section 3.7. ERISA.** 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, is reasonably expected to result in a Material Adverse Effect.

**Section 3.8. Authorization; Enforceability.** The execution and delivery of this Agreement and the making of all Borrowings permitted by the provisions hereof have been duly authorized by all necessary corporate action on the part of the Borrower; this Agreement has been duly and validly executed and delivered by the Borrower and constitutes the Borrower's valid and legally binding agreement enforceable in accordance with its terms; and the Borrowings when made, will constitute valid and binding obligations of the Borrower enforceable in accordance with the terms of this Agreement, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

**Section 3.9. Environmental Matters.** In the ordinary course of its business, the Borrower becomes aware from time to time of the effect of Environmental Laws on its business, operations and properties and the business, operations and properties of its Subsidiaries, and it identifies and evaluates associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean-up or closure of properties then owned or operated by the Borrower or its Subsidiaries, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, any related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted at such properties, and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of these evaluations, the Borrower has reasonably concluded that Environmental Laws are unlikely to have a Material Adverse Effect.

**Section 3.10. No Change.** Since December 31, 2017, there has been no development or event that has had or would have a Material Adverse Effect.

**Section 3.11. Federal Regulations.** No part of the proceeds of any Loans, and no other extensions of credit hereunder, will be used for "buying" or "carrying" any

“margin stock” within the respective meanings of each of the quoted terms under Regulation U as now and from time to time hereafter in effect or for any purpose that violates the provisions of the Regulations of the Board. If requested by any Lender or the Administrative Agent, the Borrower will furnish to the Administrative Agent and each Lender a statement to the foregoing effect in conformity with the requirements of FR Form G-3 or FR Form U-1, as applicable, referred to in Regulation U.

**Section 3.12. No Default.** Neither the Borrower nor any of its Subsidiaries is in default under or with respect to any of its Contractual Obligations in any respect that would have a Material Adverse Effect.

**Section 3.13. Investment Company Act; Federal Regulations.** The Borrower is not an “investment company”, or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

**Section 3.14. Anti-Corruption Laws and Sanctions.** The Borrower has implemented and maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, its Subsidiaries and their respective officers and to the knowledge of the Borrower its directors, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) the Borrower, any Subsidiary or any of their respective directors or officers, or (b) to the knowledge of the Borrower, any employee or agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the Facilities established hereby or the Letters of Credit issued hereunder, is a Sanctioned Person. No Borrowing or Letter of Credit, use of proceeds thereof or other transaction contemplated by this Agreement will violate any Anti-Corruption Law or applicable Sanctions.

**Section 3.15. EEA Financial Institutions.** No Loan Party is an EEA Financial Institution.

## ARTICLE IV

### Conditions

The obligation of each Lender to make a Loan and issue and/or participate in Letters of Credit hereunder is subject to the accuracy, as of the date hereof, of the representations and warranties herein contained and to the satisfaction of the following further condition:

(a) On the date of each Borrowing (i) no Default or Event of Default shall have occurred and be continuing and (ii) the representations and warranties contained in

Sections 3.1, 3.5 and 3.8 shall be true and correct in all material respects on and as of such date as if made on and as of such date. Each Borrowing hereunder shall constitute a representation and warranty by the Borrower as of the date of such extension of credit that the conditions contained in this Article IV(a) have been satisfied.

## ARTICLE V

### Affirmative Covenants.

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and Letter of Credit and all fees payable hereunder shall have been paid in full, the Borrower covenants and agrees with the Lenders that it shall and shall cause each of its Subsidiaries to:

**Section 5.1. Financial Statements and Other Information.** Furnish to the Administrative Agent and the Lenders (or, in the case of clause (e) below, will furnish directly to the applicable Lender):

(a) within 60 days after the end of each of the first three quarterly periods in each fiscal year, its consolidated statements of income for such quarterly period and for the period from the beginning of the fiscal year to the end of such quarterly period and its consolidated balance sheet at the end of that period, all in reasonable detail, subject, however, to year-end audit adjustments, together with a certificate of compliance and no default in substantially the form of Exhibit G certified by an appropriate financial officer of the Borrower; provided, however, that for the fiscal quarter of the Borrower ending June 28, 2015, the Borrower shall furnish (i) consolidated financial statements of the Borrower's combined publishing and non-publishing businesses prior to the Spin-Off and (ii) pro forma financial statements of the Borrower's non-publishing segments calculated separately from the Borrower's publishing segments as if the Spin-Off had occurred at the start of such fiscal quarter together with a certificate of compliance and no default in substantially the form of Exhibit G certified by an appropriate financial officer of the Borrower calculated based on the financial statements set forth in clause (ii); provided that the financial statements and compliance certificate set forth in clause (ii) shall be furnished on or before the date on which financial statements are required to be furnished pursuant to this Section 5.1 for the fiscal quarter ending September 30, 2015;

(b) within 120 days after and as of the close of each fiscal year, the Borrower's Annual Report to shareholders for such fiscal year, containing copies of its consolidated income statement, consolidated balance sheet and changes in shareholders' equity and cash flows for such fiscal year accompanied by a report by Ernst & Young LLP or some other accounting firm of national reputation selected by the Borrower, based on their examination of such financial statements, which examination shall have been conducted in accordance with generally accepted auditing standards and which report shall indicate that the financial statements have been prepared in accordance with GAAP, together with a certificate of compliance and no default in substantially the form of Exhibit G, certified by an appropriate financial officer of the Borrower;

(c) promptly upon their becoming available, copies of all regular and periodic financial reports, if any, which the Borrower or any of its Subsidiaries shall file with the Securities and Exchange Commission or with any securities exchange;

(d) promptly upon their becoming available, copies of all prospectuses of the Borrower and all reports, proxy statements and financial statements mailed by the Borrower to its shareholders generally; and

(e) promptly following any request therefor, (x) such other information respecting the financial condition and affairs of the Borrower and its subsidiaries as any of the Lenders may from time to time reasonably request and (y) information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable “know your customer” and anti-money laundering rules and regulations, including (1) the Patriot Act and (2) to the extent applicable to the Borrower, the Beneficial Ownership Regulation.

The financial statements of the Borrower and its Subsidiaries hereafter delivered to the Lenders pursuant to this Section 5.1 will fairly set forth the financial condition of the Borrower and its Subsidiaries as of the dates thereof, and the results of the Borrower’s and its Subsidiaries’ operations for the respective periods stated therein, all in accordance with GAAP.

**Section 5.2. Payment of Obligations.** Duly pay and discharge all (i) obligations when due and (ii) taxes, assessments and governmental charges of which the Borrower has knowledge assessed against it or against its properties prior to the date on which penalties are attached thereto, except in each case where the failure to do so, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

**Section 5.3. Books and Records; Inspection Rights.** (a) Keep proper books of records and account in which true and correct entries, in all material respects, are made of all dealings in relation to its business and activities and (b) permit any Lender, upon reasonable request, to inspect at all reasonable times its properties, operations and books of account.

**Section 5.4. Notices of Material Events.** Promptly give notice to the Administrative Agent and each Lender (or, in the case of clause (d) below, will furnish directly to the applicable Lender) of:

(a) the occurrence of any Default or Event of Default;

(b) any (i) default or event of default under any Contractual Obligation of the Borrower or any of its Subsidiaries or (ii) litigation, investigation or proceeding that may exist at any time between the Borrower or any of its Subsidiaries and any Governmental Authority, that in either case, if not cured or if adversely determined, as the case may be, would have a material adverse effect on (A) the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries taken as a whole or (B) the validity or enforceability of this Agreement or the material rights or remedies of the Administrative Agent and the Lenders hereunder;

- (c) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, would reasonably be expected to result in a Material Adverse Effect;
- (d) any change in the information provided in any Beneficial Ownership Certification delivered to such Lender that would result in a change to the list of beneficial owners identified in such certification; and
- (e) any other development or event that has had or would have a Material Adverse Effect.

Each notice pursuant to this Section 5.4 shall be accompanied by a statement of an appropriate officer of the Borrower setting forth details of the occurrence referred to therein and stating what action it proposes to take with respect thereto.

**Section 5.5. Existence; Conduct of Business.** Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and its rights, licenses, permits, privileges and franchises related to the conduct of its business, except (other than with respect to the Borrower's legal existence) where the failure to do so would not reasonably be expected to have a Material Adverse Effect; provided that the foregoing shall not prohibit any merger, consolidation or other transaction permitted under Section 6.2.

**Section 5.6. Maintenance of Properties; Insurance.** (a) Keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted, and (b) maintain, with financially sound and reputable insurance companies, insurance in such amounts and against such risks as are customarily maintained by companies engaged in the same or similar businesses operating in the same or similar locations.

**Section 5.7. Compliance with Laws.** Comply with all laws, rules, regulations and orders of any Governmental Authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, would not have a material adverse effect on (a) the business, assets, operations or condition, financial or otherwise, of the Borrower and its Subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or the material rights or remedies of the Administrative Agent and the Lenders hereunder. The Borrower will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

**Section 5.8. Debt Ratings.** With respect to the Borrower, use its reasonable best efforts to maintain at all times a senior unsecured long-term debt rating from either S&P or Moody's.

**Section 5.9. Guarantee.** With respect to any new Material Domestic Subsidiary created or acquired after the Amendment and Restatement Effective Date (which shall include any existing Subsidiary that becomes a Material Domestic Subsidiary), cause such Material Domestic Subsidiary to execute and deliver to the Administrative Agent, within 30 days after such creation or acquisition or, with respect to any existing Subsidiary that becomes a Material Domestic Subsidiary, within 30 days after the date that financial statements for the Test Period

with respect to which such determination is made have been or required to be delivered pursuant to Sections 5.1(a) and (b), a Guarantee Agreement for such Material Domestic Subsidiary thereafter created, acquired or determined. Notwithstanding the foregoing, each Material Domestic Subsidiary shall execute and deliver a Guarantee Agreement no later than the date upon which any such Material Domestic Subsidiary becomes a guarantor of any of the Borrower's outstanding notes, bonds or debentures.

**Section 5.10. Restrictive Agreements.** The Borrower shall provide to the Administrative Agent, no later than 5 Business Days after the execution thereof, any agreements with respect to (a) unsecured Indebtedness for borrowed money of one or more Guarantors resulting from Guarantees of Indebtedness for borrowed money of the Borrower incurred after the Amendment and Restatement Effective Date and (b) unsecured, non-guaranteed indebtedness of the Borrower for borrowed money (other than Pari Passu Indebtedness and Permitted Commercial Paper) executed on or after the Amendment and Restatement Effective Date that contain (i) any financial covenants which are more restrictive than the financial covenants contained in this Agreement, (ii) in the case of senior credit facilities, any representations and warranties more restrictive than those set forth in this Agreement, (iii) in the case of senior credit facilities, any other covenants (except pricing and redemption premiums) or events of default which are more restrictive than the covenants and events of default set forth in this Agreement or (iv) in the case of notes, debt securities or similar instruments, any other covenants (except pricing and redemption premiums) or events of default which are more restrictive than the covenants and events of default applicable to the 2024 Notes, whether or not the 2024 Notes are outstanding.

## ARTICLE VI

### Negative Covenants

Until the Commitments have expired or been terminated and the principal of and interest on each Loan and Letter of Credit and all fees payable hereunder have been paid in full, the Borrower covenants and agrees with the Lenders that, it shall not, and shall not permit any of its Subsidiaries to, directly or indirectly:

**Section 6.1. Liens.** Create, incur, assume or permit to exist any Lien on any of its properties or assets now owned or hereafter acquired by it, without making provision satisfactory to the Lenders whereby the Lenders obtain an equal and ratable or prior Lien as security for the payment of the Borrowings; or transfer any of its assets for the purpose of subjecting them to the payment of obligations prior in payment to any of its general creditors; or allow any liability of, or claims, or demands against it, or any of its Subsidiaries, to exist for more than 30 days if the liability, claim or demand might by law be given any priority over those of its general creditors; provided, however, that none of the above shall prohibit the Borrower or any Subsidiary from creating or allowing any of the following to exist:

- (a) Liens, so long as the aggregate outstanding principal amount of indebtedness of the Borrower and its Subsidiaries secured by all such Liens does not exceed 5% of Total Shareholders' Equity;

(b) leases of all types, whether or not such leases constitute leasebacks of property sold or transferred by the Borrower or any Subsidiary;

(c) pledges and deposits securing the payment of workmen's compensation or insurance premiums, good-faith deposits in connection with tenders, contracts (other than contracts for the payment of borrowed money) or leases, deposits to secure surety or appeal bonds, liens, pledges or deposits in connection with contracts made with or at the request of the United States Government or any agency thereof, or pledges or deposits for similar purposes made in the ordinary course of business;

(d) liens securing taxes, assessments or governmental or other charges or claims for labor, materials or supplies which are not delinquent or which are being contested in good faith by appropriate proceedings and liens, restrictions, easements, licenses on the use of property or minor irregularities in the title thereof, which do not, in the Borrower's opinion, in the aggregate materially impair their use in the Borrower's and its Subsidiaries' business;

(e) Liens on the assets of any Person which becomes a Subsidiary of the Borrower after the date of this Agreement to the extent that such liens existed prior to the date of acquisition of such corporation by the Borrower; provided that such Liens existed at the time such Person became a Subsidiary of the Borrower and were not created in anticipation thereof; and

(f) cash collateralization established pursuant to Section 2.21.

**Section 6.2. Fundamental Changes.** Merge, consolidate, sell, lease, transfer or otherwise dispose of all or substantially all of its assets, unless immediately after giving effect to such transaction, it shall be in compliance with Sections 6.1 and 6.3 hereof and, in the case of a merger or consolidation by the Borrower, the Borrower shall be the survivor corporation.

**Section 6.3. Total Leverage Ratio.** Permit the Total Leverage Ratio as of the last day of any Test Period ending during any period set forth below to exceed the ratio set forth opposite such period:

<u>Period</u>	<u>Total Leverage Ratio</u>
Eleventh Amendment Effective Date through fiscal quarter ending June 30, 2019	5.00 to 1.00
Fiscal quarter ending September 30, 2019 through fiscal quarter ending June 30, 2020	4.75 to 1.00

<u>Period</u>	<u>Total Leverage Ratio</u>
Fiscal quarter ending September 30, 2020 and thereafter	4.50 to 1.00

**Section 6.4. Use of Proceeds.** The Borrower shall not request any Loan or Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

**Section 6.5. [Reserved].**

**Section 6.6. Transfer of Assets.**

(a) No Guarantor shall be permitted to transfer any assets to the Borrower, except for (i) such transfers as are necessary to accomplish reasonably substantial tax savings (provided that prior to or concurrently with the effectiveness of such transfers, the Borrower shall have furnished to the Administrative Agent a certificate of an appropriate financial officer of the Borrower certifying that such transfers are reasonably necessary to achieve reasonably substantial tax savings), (ii) transfers of assets made in the ordinary course of business, (iii) transfers by operation of law or that are reasonably necessary in order to comply with changes in any Requirement of Law, and (iv) transfers as a result of a corporate restructuring of the Borrower and its consolidated subsidiaries, where no Default or Event of Default would result from such restructuring and the Borrower remains in compliance with Section 6.6(b) after giving effect to such restructuring. For the avoidance of doubt, the Borrower and the Lenders agree that aggregate annual tax savings in excess of \$1,000,000 shall constitute “reasonably substantial tax savings” for the purposes of this Section 6.6.

(b) The Borrower shall not own greater than 30% (the “CTA Percentage”) of the Consolidated Tangible Assets of the Borrower and its Domestic Subsidiaries; provided, however, that upon the occurrence of (i) any Material Disposition by the Borrower or a Domestic Subsidiary, (ii) any unusual or extraordinary impairment charges or acceleration of depreciation by the Borrower or any Domestic Subsidiaries in excess of \$50,000,000 in the aggregate in any Test Period, or (iii) any asset transfers from the Borrower or to the Borrower (as permitted by Section 6.6(a)(i) or Section 6.6(a)(iii)) (each, a “CTA Adjustment Event”), in each case where no Default or Event of Default would otherwise result from such CTA Adjustment Event, the CTA Percentage shall increase or decrease, as applicable, by multiplying the then current CTA Percentage by a fraction, the numerator of which shall be the Consolidated Tangible Assets of the Borrower and its Domestic Subsidiaries as of the end of the prior period, and the denominator of which shall be the Consolidated Tangible Assets of the Borrower and its Domestic Subsidiaries on a pro forma basis, giving effect to such CTA Adjustment Event, as of the end of such prior period; provided further, that the CTA Percentage shall not be decreased to below 30% in accordance with this proviso.



## ARTICLE VII

Events of Default**Section 7.1.** Events of Default. The following are Events of Default:

- (a) The Borrower shall fail to pay when due in accordance with the terms hereof (i) any principal on any Loan and such failure shall have continued for a period of three Business Days or (ii) any interest on any Loan, or any other amount payable hereunder, and such failure shall have continued for a period of five Business Days.
- (b) The Borrower shall (A) default in any payment of principal or of interest on any other obligation for borrowed money in excess of \$50,000,000 beyond any grace period provided with respect thereto, or (B) default in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created, if the effect of such default is to cause such obligation to be accelerated or become due prior to its stated maturity.
- (c) Any representation or warranty herein made by the Borrower, or any certificate or financial statement furnished by the Borrower pursuant to the provisions hereof, shall prove to have been false or misleading in any material respect as of the time made or furnished and the Borrower shall fail to take corrective measures satisfactory to the Required Lenders within 30 days after notice thereof to the Borrower from any Lender or the Administrative Agent or by the Borrower to the Administrative Agent.
- (d) The Borrower shall default in the performance of any other covenant, condition or provision hereof (other than as provided in paragraphs (a), (c) or (h) of this Section) and such default shall not be remedied to the satisfaction of the Required Lenders within a period of 30 days after notice thereof to the Borrower from any Lender or the Administrative Agent or by the Borrower to the Administrative Agent.
- (e) The Borrower or any Subsidiary with more than \$100,000,000 in revenue in the preceding fiscal year shall (A) apply for or consent to the appointment of a receiver, trustee, or liquidator of the Borrower or such Subsidiary, (B) make a general assignment for the benefit of creditors, or (C) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against the Borrower or such Subsidiary in any bankruptcy, reorganization or insolvency proceeding, or corporate action shall be taken by the Borrower for the purpose of affecting any of the foregoing.
- (f) An order, judgment or decree shall be entered, without the application, approval or consent of the Borrower, by any court of competent jurisdiction, approving a petition seeking reorganization of the Borrower or appointing a receiver, trustee or liquidator of the Borrower or of all or a substantial part of the assets of the Borrower, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

(g) One or more final, non-appealable judgments for the payment of money in an aggregate amount in excess of \$100,000,000 shall be rendered against the Borrower, any Subsidiary or any combination thereof, and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed or bonded.

(h) The Borrower shall default in the performance of any covenant, condition or provision contained in Section 5.9 or Section 6.3 of this Agreement and, in the case of Section 6.3, such default shall have continued for a period of five Business Days; provided, however, that after the Amendment and Restatement Effective Date, such five Business Day period shall not commence until the financial statements with respect to such Test Period have been or are required to be delivered pursuant to Sections 5.1(a) and (b).

(i) A (i) Change in Control of the Borrower shall occur or (ii) Specified Change in Control shall occur.

**Section 7.2. Remedies.** If an Event of Default shall occur and be continuing:

(a) If an Event of Default specified in Section 7.1(e) or (f) shall occur and be continuing, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon) and all other amounts owing under this Agreement (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) shall immediately become due and payable.

(b) If an Event of Default other than those specified in Section 7.1(e) or (f) shall occur and be continuing, either or both of the following actions may be taken: (i) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) with the consent of the Required Lenders, the Administrative Agent may, or upon the request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement (including all amounts of L/C Obligations, whether or not the beneficiaries of the then outstanding Letters of Credit shall have presented the documents required thereunder) to be due and payable forthwith, whereupon the same shall immediately become due and payable. With respect to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of an acceleration pursuant to this paragraph, the Borrower shall as soon as practicable thereafter, but in no event later than one Business Day thereafter, deposit in a cash collateral account opened by the Administrative Agent an amount equal to the aggregate then undrawn and unexpired amount of such Letters of Credit. Amounts held in such cash collateral 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 all such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other obligations of the Borrower hereunder. After all such Letters of

Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied and all other obligations of the Borrower hereunder shall have been paid in full, the balance, if any, in such cash collateral account shall be returned to the Borrower (or such other Person as may be lawfully entitled thereto). For the avoidance of doubt, notwithstanding the foregoing, no amounts received from any Loan Party shall be applied to any Excluded Swap Obligation of such Loan Party.

(c) Except as expressly provided above in this Article, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrower.

(d) Any Lender giving any notice to the Borrower under this Article VII shall simultaneously give like notice to the Administrative Agent.

## ARTICLE VIII

### The Administrative Agent

**Section 8.1. Appointment.** Each Lender hereby irrevocably designates and appoints the Administrative Agent as the agent of such Lender under this Agreement and the other Loan Documents, and each such Lender irrevocably authorizes the Administrative Agent, in such capacity, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent.

**Section 8.2. Delegation of Duties.** The Administrative Agent may execute any of its duties under this Agreement and the other Loan Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys in-fact selected by it with reasonable care.

**Section 8.3. Exculpatory Provisions.** Neither the Administrative Agent nor any of its respective officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except to the extent that any of the foregoing are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity, effectiveness, genuineness,

enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party party thereto to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party.

**Section 8.4. Reliance by Administrative Agent.** The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any instrument, writing, resolution, notice, consent, certificate, affidavit, letter, telecopy, electronic mail, telex or teletype message, statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Borrower and the Guarantors), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any promissory note as the owner thereof for all purposes unless a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all Lenders), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Loans.

**Section 8.5. Notice of Default.** The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless the Administrative Agent has received notice from a Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that the Administrative Agent receives such a notice, the Administrative Agent shall give notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders (or, if so specified by this Agreement, all Lenders); provided that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

**Section 8.6. Non-Reliance on Administrative Agent and Other Lenders.** Each Lender expressly acknowledges that neither the Administrative Agent nor any of its respective officers, directors, employees, agents, attorneys-in-fact or affiliates have made any representations or warranties to it and that no act by the Administrative Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without

reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of any Loan Party or any affiliate of a Loan Party that may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

**Section 8.7. Indemnification.** The Lenders agree to indemnify the Administrative Agent in its capacity as such (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Aggregate Commitment Percentages in effect on the date on which indemnification is sought under this Section (or, if indemnification is sought after the date upon which the Commitments shall have terminated and the Loans shall have been paid in full, ratably in accordance with such Aggregate Commitment Percentages immediately prior to such date), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements that are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from the Administrative Agent's gross negligence or willful misconduct. The agreements in this Section shall survive the payment of the Loans and all other amounts payable hereunder.

**Section 8.8. Agent in Its Individual Capacity.** The Administrative Agent and its affiliates may make loans to, accept deposits from and generally engage in any kind of business with any Loan Party as though the Administrative Agent were not the Administrative Agent. With respect to its Loans made or renewed by it, the Administrative Agent shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

**Section 8.9. Successor Administrative Agent.** The Administrative Agent may resign as Administrative Agent upon 15 Business Days' notice to the Lenders and the Borrower. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then (a) so long as an Event of Default under Section 7.1(a), 7.1(e) or 7.1(f) with respect to the Borrower shall not have occurred and be continuing, the Borrower shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be subject to approval by the Required Lenders (which approval shall not be unreasonably withheld, conditioned or delayed) and (b) if an Event of Default under Section 7.1(a), 7.1(e) or 7.1(f) with respect to the Borrower shall have occurred and be continuing, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Administrative Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Loans. If no successor agent has accepted appointment as Administrative Agent by the date that is 15 Business Days following a retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall assume and perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. After any retiring Administrative Agent's resignation as Administrative Agent, the provisions of this Article VIII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

**Section 8.10. Syndication Agents and Issuing Lender.** Notwithstanding any provision to the contrary elsewhere in this Agreement, (i) the Syndication Agents shall not have any duties or responsibilities hereunder or under the other Loan Documents, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or under any other Loan Document or otherwise exist against the Syndication Agents and (ii) each Issuing Lender shall be entitled to the benefits of Article VIII in its capacity as an Issuing Lender.

**Section 8.11. Arrangers.** The rights, privileges, protections, immunities and benefits given to the Administrative Agent, including without limitation its right to be indemnified, are extended to, and shall be enforceable by (a) each of J.P. Morgan Securities LLC and Citibank, N.A., solely in its capacity as Arranger in connection with the Eighth Amendment, on an equivalent basis as the Administrative Agent and (b) JPMorgan Chase Bank, N.A., in its capacity as Arranger in connection with the Ninth Amendment, the Tenth Amendment and the Eleventh Amendment, on an equivalent basis as the Administrative Agent.

**Section 8.12. 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 each Arranger and their respective Affiliates, 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 the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(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, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(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 subsections (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 sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has not provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (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 each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that:

(i) none of the Administrative Agent, or any Arranger or any of their respective Affiliates is a fiduciary with respect to the assets of such Lender (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 to hereto or thereto),

(ii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is independent (within the meaning of 29 CFR § 2510.3-21, as amended from time to time) and is a bank, an insurance carrier, an investment adviser, a broker-dealer or other person that holds, or has under management or control, total assets of at least \$50 million, in each case as described in 29 CFR § 2510.3-21(c)(1)(i)(A)-(E),

(iii) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies (including in respect of the obligations),

(iv) the Person making the investment decision on behalf of such Lender with respect to the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement is a fiduciary under ERISA or the Code, or both, with respect to the Loans, the Letters of Credit, the Commitments and this Agreement and is responsible for exercising independent judgment in evaluating the transactions hereunder, and

(v) no fee or other compensation is being paid directly to the Administrative Agent, or any Arranger or any their respective Affiliates for investment advice (as opposed to other services) in connection with the Loans, the Letters of Credit, the Commitments or this Agreement.

(c) The Administrative Agent, and each Arranger hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.



## ARTICLE IX

Miscellaneous

**Section 9.1. Amendments and Waivers.** Subject to Section 2.12(c), neither this Agreement, any other Loan Document, nor any terms hereof or thereof may be amended, supplemented or modified except in accordance with the provisions of this Section 9.1. The Required Lenders and each Loan Party party to the relevant Loan Document may, or, with the written consent of the Required Lenders, the Administrative Agent and each Loan Party party to the relevant Loan Documents may, from time to time, (a) enter into written amendments, supplements or modifications hereto and to the other Loan Documents for the purpose of adding any provisions to this Agreement or the other Loan Documents or changing in any manner the rights of the Lenders or of the Loan Parties hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders or the Administrative Agent, as the case may be, may specify in such instrument, any of the requirements of this Agreement or the other Loan Documents or any Default or Event of Default and its consequences; provided, however, that no such waiver and no such amendment, supplement or modification shall (i) forgive the principal amount or extend the final scheduled date of maturity of any Loan, extend the scheduled date of any amortization payment in respect of any Loan, reduce the stated rate of any interest or fee payable hereunder (except (x) in connection with the waiver of applicability of any post-default increase in interest rates, which waiver shall be effective with the consent of the Majority Facility Lenders of each adversely affected Facility and (y) that any amendment or modification of defined terms used in the financial covenants in this Agreement shall not constitute a reduction in the rate of interest or fees for purposes of this clause (i) or extend the scheduled date of any payment thereof, in each case without the written consent of each Lender directly affected thereby; (ii) eliminate or reduce the voting rights of any Lender under this Section 9.1 or extend or increase the Commitment of any Lender, in each case without the written consent of such Lender; (iii) reduce any percentage specified in the definitions of Required Lenders or Majority Facility Lenders, consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement and the other Loan Documents, in each case without the written consent of all Lenders; (iv) amend, modify or waive any provision of Article VIII without the written consent of the Administrative Agent and any other Agent affected thereby; (v) amend, modify or waive any provision of Section 2.13(a) or (b) without the written consent of each Lender directly affected thereby; or (vi) amend, modify or waive any provision of Section 2.20 without the written consent of each Issuing Lender. Any such waiver and any such amendment, supplement or modification shall apply equally to each of the Lenders and shall be binding on the Borrower, the other Loan Parties, the Lenders, the Administrative Agent and all future holders of the Loans. In the case of any waiver, the Borrower, the other Loan Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

For the avoidance of doubt, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrower (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in

respect thereof (collectively, the “Additional Extensions of Credit”) to share ratably in the benefits of this Agreement with the Loans and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary contained in this Section 9.1, the defined term “2023 Extended Termination Date” may be amended to a date beyond June 21, 2023, with the consent of (i) each Five-Year Lender willing to extend its Five-Year Commitments to such later date, (ii) the Administrative Agent and (iii) each Issuing Lender.

**Section 9.2. Notices.** All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, or three Business Days after being deposited in the mail, postage prepaid, or, in the case of telecopy notice, when received, addressed as follows in the case of the Borrower, the Administrative Agent or the applicable Issuing Lender, and as set forth in an administrative questionnaire delivered to the Administrative Agent in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto:

The Borrower:	7950 Jones Branch Drive McLean, Virginia 22107 Attention: Vice President & Treasurer Telecopy: 703-873-6312 Telephone: 703-873-6248	
The Administrative Agent:	JPMorgan Chase Bank, N.A.	500 Stanton Christiana Road, Ops 2 Newark, Delaware 19713 Attention: Dimple Patel Phone: 302-634-4154 Fax: 302-634-3301
The Issuing Lenders:	JPMorgan Chase Bank, N.A.	500 Stanton Christiana Road, Ops 2 Newark, Delaware 19713 Attention: Dimple Patel Phone: 302-634-4154 Fax: 302-634-3301  Citibank, N.A. c/o Citicorp North America Inc. 3800 Citibank Center, Building B, 1st Floor Tampa, Florida 33610  Barclays Bank PLC, New York Branch 745 7th Avenue

New York, New York 10019  
Attention: Letters of Credit Department / Dawn Townsend  
Phone: 212-320-7534  
Fax: 212-412-5011  
Email: xraLetterofCredit@barclays.com

Royal Bank of Canada  
30 Hudson Street, 28th Floor  
Jersey City, New Jersey 07302-4699  
Attention: Credit Administration  
Phone: 212-428-6298  
Fax: 212-428-3015  
Email: CM-USA-NYCreditAdministration@rbc.com

; provided that any notice, request or demand to or upon the Administrative Agent, an Issuing Lender or the Lenders shall not be effective until received.

**Section 9.3. No Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

**Section 9.4. Survival of Representations and Warranties.** All representations and warranties made hereunder, in the other Loan Documents and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the making of the Loans and other extensions of credit hereunder.

**Section 9.5. Payment of Expenses and Taxes.**

(a) The Borrower agrees (i) to pay or reimburse the Administrative Agent for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation and execution of, and any amendment, supplement or modification to, this Agreement and the other Loan Documents and any other documents prepared in connection herewith, and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees and disbursements of counsel to the Administrative Agent and filing and recording fees and expenses, with statements with respect to the foregoing to be submitted to the Borrower prior to the Amendment and Restatement Effective Date (in the case of amounts to be paid on the Amendment and Restatement Effective Date) and from time to time thereafter on a quarterly basis or such other periodic basis as the Administrative Agent shall deem appropriate, (ii) to pay or reimburse each Lender and the Administrative Agent for all its reasonable costs and expenses incurred in connection with the enforcement of any rights under this Agreement, the other Loan Documents and any such other documents, including the reasonable fees and

disbursements of counsel to each Lender and of counsel to the Administrative Agent, and (iii) to pay, indemnify, and hold each Lender, each Issuing Lender, and the Administrative Agent and their respective officers, directors, employees, affiliates, agents and controlling persons (each, an “Indemnitee”) harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement, the other Loan Documents and any such other agreement, instrument or documents contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of transactions contemplated hereby, including any of the foregoing relating to the use of proceeds of the Loans or Letters of Credit and the reasonable fees and expenses of legal counsel in connection with claims, actions or proceedings by any Indemnitee against any Loan Party under this Agreement or any other Loan Document (all the foregoing in this clause (d), collectively, the “Indemnified Liabilities”), provided, that the Borrower shall have no obligation hereunder to any Indemnitee with respect to Indemnified Liabilities to the extent such Indemnified Liabilities have resulted from the gross negligence or willful misconduct of such Indemnitee. All amounts due under this Section 9.5(a) shall be payable not later than 10 days after written demand therefor.

(b) Notwithstanding anything to the contrary in Section 9.5(a), (i) the Borrower shall have no such obligation for costs and expenses if the Borrower prevails or successfully defeats any enforcement or collection proceedings; and (ii) if, by final adjudication in any proceeding not involving the Borrower’s bankruptcy, reorganization or insolvency, the Lenders receive less relief than claimed, the Borrower’s obligation for costs and expenses shall be limited proportionately to the relief granted to the Lenders.

(c) The Borrower agrees to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other taxes, if any, that may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, this Agreement and any such other documents.

(d) If the Borrower is required to commence proceedings against any Lender to enforce its Commitment, the Lender will pay the Borrower’s reasonable costs and expenses (including attorneys’ fees) if the Borrower succeeds, or a share of such reasonable costs and expenses proportionate to the Borrower’s recovery if the Borrower is only partially successful.

(e) The agreements in this Section 9.5 shall survive repayment of the Loans and all other amounts payable hereunder.

**Section 9.6. Successors and Assigns; Participations and Assignments.**

(a) This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, the Issuing Lenders, all future holders of the Loans and Letters of Credit and their respective successors and assigns, except that the Borrower

may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

(b) Any Lender other than any Conduit Lender may, without the consent of the Borrower or the Administrative Agent, in accordance with applicable law, at any time sell to one or more banks, financial institutions or other entities (each, a “Participant”) participating interests in any Loan owing to such Lender, any Commitment of such Lender or any other interest of such Lender hereunder. In the event of any such sale by a Lender of a participating interest to a Participant, such Lender’s obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Loan for all purposes under this Agreement, and the Borrower, the Administrative Agent and the Issuing Lenders shall continue to deal solely and directly with such Lender in connection with such Lender’s rights and obligations under this Agreement. In no event shall any Participant under any such participation have any right to approve any amendment or waiver of any provision of this Agreement, or any consent to any departure by the Borrower therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or interest on, the Loans or any fees payable hereunder, or postpone the date of the final maturity of the Loans, in each case to the extent subject to such participation. The Borrower agrees that if amounts outstanding under this Agreement and the Loans are due or unpaid, or shall have been declared or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall, to the maximum extent permitted by applicable law, be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement, provided that, in purchasing such participating interest, such Participant shall be deemed to have agreed to share with the Lenders the proceeds thereof as provided in Section 9.7(a) as fully as if it were a Lender hereunder. The Borrower also agrees that each Participant shall be entitled to the benefits of Sections 2.14, 2.15 and 2.16 (subject to the requirements and limitations therein, including the requirements under Section 2.15(d) (it being understood that the documentation required under Section 2.15(d) shall be delivered to the participating Lender)) with respect to its participation in the Commitments and the Loans outstanding from time to time as if it was a Lender; provided that, in the case of Section 2.15, such Participant shall have complied with the requirements of said Section and provided, further, that no Participant shall be entitled to receive any greater amount pursuant to any such Section than the transferor Lender would have been entitled to receive in respect of the amount of the participation transferred by such transferor Lender to such Participant had no such transfer occurred. 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”); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant’s interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. 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. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(c) Any Lender other than any Conduit Lender (an “Assignor”) may, in accordance with applicable law, at any time and from time to time assign to any Lender or, with the consent of the Borrower, the Administrative Agent and each Issuing Lender; provided, however, that no consent of any Issuing Lender shall be required for an assignment of all or any portion of a Term Loan, New Term Loan or New Term III Loan (which, in each case, shall not be unreasonably withheld, delayed or conditioned; it being understood that (i) the Administrative Agent and each Lender effecting an assignment to any Person other than a Lender should notify the Borrower as promptly as possible of any request for assignment and the Borrower, in turn, should promptly consider such request for assignment; and (ii) the Borrower’s consent shall not be considered to be unreasonably withheld, delayed or conditioned if the Borrower withholds, delays or conditions its consent because, among other factors, it is concerned about a potential Assignee’s capital adequacy, liquidity or ability to perform its obligations under this Agreement), to any Lender Affiliate, an additional bank, financial institution or other entity (an “Assignee”) all or any part of its rights and obligations under this Agreement pursuant to an Assignment and Acceptance, executed by such Assignee, such Assignor and any other Person whose consent is required pursuant to this paragraph, and delivered to the Administrative Agent for its acceptance and recording in the Register; provided that, unless otherwise agreed by the Borrower and the Administrative Agent, no such assignment to an Assignee (other than any Lender or any Lender Affiliate) shall be in an aggregate principal amount of less than \$10,000,000, in each case except in the case of an assignment of all of a Lender’s interests under this Agreement. For purposes of the proviso contained in the preceding sentence, the amount described therein shall be aggregated in respect of each Lender and its Lender Affiliates, if any. Upon such execution, delivery, acceptance and recording, from and after the effective date determined pursuant to such Assignment and Acceptance, (x) the Assignee thereunder shall be a party hereto and, to the extent provided in such Assignment and Acceptance, have the rights and obligations of a Lender hereunder with a Commitment and/or Loans as set forth therein, and (y) the Assignor thereunder shall, to the extent provided in such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of an Assignor’s rights and obligations under this Agreement, such Assignor shall cease to be a party hereto). Notwithstanding any provision of this Section 9.6, the consent of the Borrower shall not be required for any assignment that occurs when an Event of Default shall have occurred and be continuing. Notwithstanding the foregoing, any Conduit Lender may assign at any time to its designating Lender hereunder without the consent of the Borrower or the Administrative Agent any or all of the Loans it may have funded hereunder and pursuant to its designation agreement and without regard to the limitations set forth in the first sentence of this Section 9.6(c).

(d) The Administrative Agent shall, on behalf of the Borrower, maintain at its address referred to in Section 9.2 a copy of each Assignment and Acceptance delivered to it and a register (the “Register”) for the recordation of the names and addresses of the Lenders and the Commitment of, and the principal amount (and stated interest) of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent, the Issuing Lenders and the Lenders shall treat each

Person whose name is recorded in the Register as the owner of the Loans and any promissory notes evidencing the Loans recorded therein for all purposes of this Agreement. Any assignment of any Loan, whether or not evidenced by a promissory note, shall be effective only upon appropriate entries with respect thereto being made in the Register. Any assignment or transfer of all or part of a Loan evidenced by a promissory note shall be registered on the Register only upon surrender for registration of assignment or transfer of the promissory note evidencing such Loan, accompanied by a duly executed Assignment and Acceptance, and thereupon one or more new promissory notes shall be issued to the designated Assignee.

(e) Upon its receipt of an Assignment and Acceptance executed by an Assignor, an Assignee and any other Person whose consent is required by Section 9.6(c), together with payment to the Administrative Agent of a registration and processing fee of \$3,500 (except that no such registration and processing fee shall be payable in the case of an Assignee which is a Lender Affiliate of the relevant Assignor), the Administrative Agent shall (i) promptly accept such Assignment and Acceptance and (ii) record the information contained therein in the Register on the effective date determined pursuant thereto.

(f) For avoidance of doubt, the parties to this Agreement acknowledge that the provisions of this Section 9.6 concerning assignments relate only to absolute assignments and that such provisions do not prohibit assignments creating security interests, including any pledge or assignment by a Lender to secure obligations to a Federal Reserve Bank in accordance with applicable law; provided that no such pledge or assignment shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) The Borrower, upon receipt of written notice from the relevant Lender, agrees to issue a promissory note to any Lender requiring such a note to facilitate transactions of the type described in paragraph (f) above.

(h) Each of the Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender.

#### **Section 9.7. Adjustments; Set-off.**

(a) Except to the extent that this Agreement expressly provides for payments to be allocated to a particular Lender, if any Lender (a "Benefited Lender") shall, at any time after the Loans and other amounts payable hereunder shall immediately become due and payable pursuant to Section 7.2, receive any payment of all or part of the obligations owing to it, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 7.1(f), or otherwise), in a greater proportion than any such payment to or collateral received by any other Lender, if any, in respect of the obligations owing to such other Lender, such Benefited Lender shall purchase for cash from the other Lenders

a participating interest in such portion of the obligations owing to each such other Lender, or shall provide such other Lenders with the benefits of any such collateral, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such collateral ratably with each of the Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest; provided further, for the avoidance of doubt, that to the extent prohibited by applicable law as described in the definition of “Excluded Swap Obligation,” no amounts received from, or set off with respect to, any Loan Party shall be applied to any Excluded Swap Obligations of such Loan Party.

(b) In addition to any rights and remedies of the Lenders provided by law, each Lender and each Issuing Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon any amount becoming due and payable by the Borrower hereunder (whether at the stated maturity, by acceleration or otherwise), to set off and appropriate and apply against such amount any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, as the case may be. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such setoff and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such setoff and application.

**Section 9.8. Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

**Section 9.9. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 9.10. Integration.** This Agreement and the other Loan Documents represent the entire agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

**Section 9.11 GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**



**Section 9.12 Submission To Jurisdiction; Waivers.** The Borrower hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the 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 relating hereto or thereto, 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 (and any such claims, cross-claims or third party claims brought against the Administrative Agent or any of its related parties may only) be heard and determined in such Federal (to the extent permitted by law) or New York State court;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 9.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

**Section 9.13 Acknowledgements.** The Borrower hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower arising out of or in connection with this Agreement, and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Borrower and the Lenders.

**Section 9.14 WAIVERS OF JURY TRIAL. THE BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL**

**ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.**

**Section 9.15 Confidentiality.** Each of the Administrative Agent, each Issuing Lender and each Lender agrees to keep confidential all Information (as defined below); provided that nothing herein shall prevent the Administrative Agent, any Issuing Lender or any Lender from disclosing any such Information (a) to the Administrative Agent, any other Issuing Lender or, any other Lender or any Lender Affiliate subject to this Section 9.15, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Transferee or any direct or indirect counterparty to any hedge agreement (or any professional advisor to such counterparty), (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, provided that such Persons to whom disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, (d) upon the request or demand of any Governmental Authority or in response to any order of any court or other Governmental Authority, upon prior written notice to the Borrower to the extent permitted and reasonably practicable, (e) to the extent required by any Requirement of Law (other than as provided in clause (d) above) or in connection with any litigation or similar proceeding, provided that the Borrower shall be promptly notified, to the extent permitted and reasonably practicable, prior to any such disclosure so that the Borrower may contest such disclosure or seek confidential treatment thereof, (f) that has been publicly disclosed, (g) to any nationally recognized rating agency that requires access to information about a Lender's investment portfolio in connection with ratings issued with respect to such Lender, (h) to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of identification numbers with respect to the credit facilities provided for herein, or (i) in connection with the exercise of any remedy hereunder or under any other Loan Document. "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent, any Issuing Lender or any Lender on a non-confidential basis prior to disclosure by the Borrower and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry; provided that in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 9.15 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 to its own confidential information.

Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Loan Documents may include material non-public information concerning the Borrower and its affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Loan Documents will be syndicate-level information, which may contain

material non-public information about the Borrower and its affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.

**Section 9.16 USA PATRIOT Act.** Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act of 2001) (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Patriot Act.

**Section 9.17 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 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:

(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 entity, 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.

**Exhibit B**

## Five-Year Commitments

<b>Lender</b>	<b>Five-Year Commitment</b>
JPMorgan Chase Bank, N.A.	\$137,000,000.00
Citibank, N.A.	\$137,000,000.00
Barclays Bank PLC	\$108,500,000.00
Royal Bank of Canada	\$108,500,000.00
MUFG Bank, Ltd.	\$100,000,000.00
Citizens Bank, N.A.	\$100,000,000.00
Fifth Third Bank, an Ohio Banking Corporation	\$100,000,000.00
Mizuho Bank, Ltd.	\$100,000,000.00
Sumitomo Mitsui Banking Corporation	\$100,000,000.00
SunTrust Bank	\$100,000,000.00
U.S. Bank National Association	\$100,000,000.00
Wells Fargo Bank, N.A.	\$100,000,000.00
TD Bank N.A.	\$66,000,000.00
The Northern Trust Company	\$50,000,000.00
PNC Bank, N.A.	\$50,000,000.00
Capital One, N.A.	\$40,000,000.00
First Hawaiian Bank	\$8,300,000.00
<b>Total:</b>	<b>\$1,505,300,000.00</b>

**Exhibit C**

**Schedule 1.1C**  
Existing Letters of Credit

<b>Letters of Credit</b>	<b>Beneficiary</b>	<b>Expiry / Maturity Date</b>
TPTS-637164	ACE AMERICAN INSURANCE CO.	MAY 4, 2019
TPTS-210864	LUMBERMENS MUTUAL CASUALTY COMPANY,	DEC 2, 2018
TPTS-214656	LIBERTY MUTUAL INSURANCE COMPANY	DEC 2, 2018
TFTS-756554	NATIONAL UNION FIRE INSURANCE CO.	JUL 8, 2018
TFTS-834492	THE TRAVELERS INDEMNITY COMPANY	SEP 25, 2018

**TEGNA SUPPLEMENTAL RETIREMENT PLAN**

Restatement dated August 7, 2007

**Amendment No. 5**

Pursuant to Article Seven of the TEGNA Supplemental Retirement Plan, Restatement dated August 7, 2007, as amended (the "Plan"), TEGNA Inc. hereby amends the Plan, effective as of the date of this amendment, as follows:

1. Section 7.1 is amended by adding the following provision to the end thereof:

The Board delegates to the TEGNA Inc. Benefit Plans Committee the authority to adopt any amendment which the TEGNA Inc. Benefit Plans Committee deems necessary or appropriate to facilitate or improve the administration, management, operation or interpretation of the Plan; provided that such amendment is not expected to increase the cost of the Plan in excess of \$100,000 per year.

IN WITNESS WHEREOF, TEGNA Inc. has caused this Amendment to be executed by its duly authorized officer as of April 26, 2018.

TEGNA INC.

By: /s/ Jeffrey Newman

Name: Jeffrey Newman

Title: SVP/Chief Human Resource Officer

**TEGNA INC.  
DEFERRED COMPENSATION PLAN**

Restatement dated February 1, 2003, as amended  
Rules for Pre-2005 Deferrals

**Amendment No. 3**

TEGNA Inc. hereby amends the TEGNA Inc. Deferred Compensation Plan, Rules for Pre-2005 Deferrals, restatement dated February 1, 2003, as amended (the "Plan"), effective as of the date of this amendment, as follows:

1. Section 3.5(a) is amended by adding the following provision to the end thereof:

The Board delegates to the TEGNA Inc. Benefit Plans Committee the authority to adopt any amendment which the TEGNA Inc. Benefit Plans Committee deems necessary or appropriate to facilitate or improve the administration, management, operation or interpretation of the Plan; provided that such amendment is not expected to increase the cost of the Plan in excess of \$100,000 per year.

IN WITNESS WHEREOF, TEGNA Inc. has caused this Amendment to be executed by its duly authorized officer as of April 26, 2018.

TEGNA INC.

By: /s/ Jeffrey Newman

Name: Jeffrey Newman

Title: SVP/Chief Human Resource Officer

**TEGNA INC.  
DEFERRED COMPENSATION PLAN  
RULES FOR POST-2004 DEFERRALS**

Restated as of January 1, 2005

**Amendment No. 9**

TEGNA Inc. hereby amends the TEGNA Inc. Deferred Compensation Plan, Rules for Post-2004 Deferrals, restated as of January 1, 2005 (the "Plan"), effective as of the date of this amendment, as follows:

1. Section 3.5(a) is amended by adding the following provision to the end thereof:

The Board delegates to the TEGNA Inc. Benefit Plans Committee the authority to adopt any amendment which the TEGNA Inc. Benefit Plans Committee deems necessary or appropriate to facilitate or improve the administration, management, operation or interpretation of the Plan; provided that such amendment is not expected to increase the cost of the Plan in excess of \$100,000 per year.

IN WITNESS WHEREOF, TEGNA Inc. has caused this Amendment to be executed by its duly authorized officer as of April 26, 2018.

TEGNA INC.

By: /s/ Jeffrey Newman

Name: Jeffrey Newman

Title: SVP/Chief Human Resource Officer



**AWARD AGREEMENT**

**STOCK UNITS**

The Executive Compensation Committee of the TEGNA Inc. Board of Directors has approved an award of Restricted Stock Units (referred to herein as "Stock Units") to you under the TEGNA Inc. 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended (the "Plan"), as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective as of April 26, 2018, constitute the formal agreement governing this award.

Please sign both copies of this Award Agreement to evidence your agreement with the terms hereof. Keep one copy and return the other to the undersigned.

Please keep the enclosed Terms and Conditions for future reference.

---

Director:

Grant Date: April 26, 2018

Payment Date: May 1, 2019

Stock Unit Vesting Schedule: 25% of the Stock Units shall vest on August 1, 2018\*  
25% of the Stock Units shall vest on November 1, 2018\*  
25% of the Stock Units shall vest on February 1, 2019\*  
25% of the Stock Units shall vest on earlier of May 1, 2019 or the date of the 2019 Annual Meeting\*

\* Provided the Director continues as a director until such vesting dates and does not separate from service before such vesting dates. Such dates are hereinafter referred to as the "Vesting Date" for the Stock Units that vest on such dates.

Number of Stock Units:

---

TEGNA, Inc.

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

Jeffrey Newman  
SVP/Chief Human Resource Officer

\_\_\_\_\_  
Director's Signature or Acceptance by  
Electronic Signature



STOCK UNITS  
TERMS AND CONDITIONS  
Under the  
TEGNA Inc.  
2001 Omnibus Incentive Compensation Plan  
(Amended and Restated as of May 4, 2010)

These Terms and Conditions, dated April 26, 2018, govern the grant of Restricted Stock Units (referred to herein as “Stock Units”) to the director (the “Director”) designated in the Award Agreement dated coincident with these Terms and Conditions. The Stock Units are granted under, and are subject to, the TEGNA Inc. (the “Company”) 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended (the “Plan”). Terms used herein that are defined in the Plan shall have the meaning ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms of the Plan, the Plan’s terms shall supersede and replace the conflicting terms herein.

1. Grant of Stock Units. Pursuant to the provisions of (i) the Plan, (ii) the individual Award Agreement governing the grant, and (iii) these Terms and Conditions, the Company has granted to the Director the number of Stock Units set forth on the applicable Award Agreement. Each vested Stock Unit shall entitle the Director to receive from the Company one share of the Company's common stock ("Common Stock") upon the earlier of the Director’s separation from service, the Payment Date or upon a Change in Control (to the extent provided in Section 13).

2. Vesting Schedule. Except as otherwise provided in Sections 6 and 13, the Stock Units shall vest in accordance with the Vesting Schedule specified in the Award Agreement; provided that the Director continues as a director of the Company until the Vesting Dates specified in the Vesting Schedule and has not separated from service prior to such dates.

3. Dividend Units. Dividend units shall be credited to the Director with regard to the Stock Units. Dividend units shall be calculated based on the dividends paid on shares of Common Stock. Dividend units shall be deemed to be reinvested in shares of Common Stock as of the date dividends are paid on Common Stock, shall be paid to the Director at the same time and in the same form as Stock Units are paid to the Director, and are subject to the same terms and conditions as the Stock Units, including, without limitation, the same vesting requirements.

4. Delivery of Shares. The Company shall deliver to the Director a certificate or certificates, or at the election of the Company make an appropriate book-entry, for the number of shares of Common Stock equal to the number of vested Stock Units as soon as administratively practicable after the earlier of the Payment Date, the date that Director separates from service or upon a Change in Control (to the extent provided in Section 13), but no later than 30 days from such dates. A Director shall have no further rights with regard to the Stock Units once the underlying shares of Common Stock have been delivered.

5. Cancellation of Stock Units. Except as provided in Sections 6 and 13 below, all unvested Stock Units granted to the Director shall automatically be cancelled upon the Director's separation from service, and in such event, the Director shall not be entitled to receive any shares of Common Stock in respect thereof.

6. Death, Disability or Retirement. In the event that the Director separates from service on or prior to the Payment Date due to death, Disability or the age of service limitations set forth in the Company's Bylaws, the Director (or in the case of the Director's death, the Director's estate or designated beneficiary) shall be entitled to receive at the time of the Director's death or separation from service the total number of shares of Common Stock in respect of such Stock Units which the Director would have been entitled to receive had the Director continued employment until the

Payment Date. For purposes of this Award Agreement, Disability shall mean the Director is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

7. Non-Assignability. Stock Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Stock Units be made subject to execution, attachment or similar process.

8. Rights as a Shareholder. The Director shall have no rights as a shareholder by reason of the Stock Units.

9. Discretionary Plan; Employment. The Plan is discretionary in nature and may be suspended or terminated by the Company at any time.

With respect to the Plan, (a) each grant of Stock Units is a one-time benefit which does not create any contractual or other right to receive future grants of Stock Units, or benefits in lieu of Stock Units; (b) all determinations with respect to any such future grants, including, but not limited to, the times when the Stock Units shall be granted, the number of Stock Units, and the Vesting Schedule, will be at the sole discretion of the Company; (c) the Director's participation in the Plan is voluntary; and (d) the future value of the Stock Units is unknown and cannot be predicted with certainty.

10. Effect of Plan and these Terms and Conditions. The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Executive Compensation Committee of the Company (the "Committee") in its sole discretion to adjust awards and to make interpretations and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant

thereto. These Terms and Conditions shall apply to the grant of Stock Units made to the Director on the date hereof and shall not apply to any future grants of Stock Units made to the Director.

11. Notices. Notices hereunder shall be in writing and if to the Company shall be addressed to the Secretary of the Company at 7950 Jones Branch Drive, McLean, Virginia 22107, and if to the Director shall be addressed to the Director at his or her address as it appears on the Company's records.

12. Successors and Assigns. The applicable Award Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of the Company and, to the extent provided in Section 6 hereof, to the estate or designated beneficiary of the Director.

13. Change in Control Provisions.

Notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply to all Stock Units granted under the attached Award Agreement.

(a) Definitions.

As used in Article 15 of the Plan and in these Terms and Conditions, a "Change in Control" shall mean the first to occur of the following:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities");

provided, however, that, for purposes of this Section, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or one of its affiliates, or (iv) any acquisition pursuant to a transaction that complies with Sections 13(a)(iii)(A), 13(a)(iii)(B) and 13(a)(iii)(C);

(ii) individuals who, as of the date hereof, 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 date hereof whose election or nomination for election by the Company’s stockholders 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;

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a “Business Combination”), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled

to vote generally in the election of directors, as the case may be, of the corporation or entity resulting from such Business Combination (including, without limitation, a corporation or entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or any corporation or entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the corporation or entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(b) Acceleration Provisions. In the event of the occurrence of a Change in Control, the vesting of the Stock Units shall be accelerated and, if such Change in Control constitutes a "change in control event" within the meaning of Section 409A of the Code, there shall be paid out to the Director within thirty (30) days following the effective date of the Change in Control, the full number of shares of Common Stock subject to the Stock Units. In the event of the occurrence of a Change in Control that is not a "change in control event" within the meaning of Section 409A of the Code,



the vesting of the Stock Units shall be accelerated and the Stock Units shall be paid out at the earlier of the Payment Date or the Director's separation from service.

(c) Legal Fees. The Company shall pay all legal fees, court costs, fees of experts, and other costs and expenses when incurred by the Director in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Section 13, whether or not initiated by the Director. The Company agrees to pay such amounts within 10 days following the Company's receipt of an invoice from the Director, provided that the Director shall have submitted an invoice for such amounts at least 30 days before the end of the calendar year next following the calendar year in which such fees and disbursements were incurred.

14. Applicable Laws and Consent to Jurisdiction. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in Virginia and agree that such litigation shall be conducted in the courts of Fairfax County, Virginia or the federal courts of the United States for the Eastern District of Virginia.

15. Compliance with Section 409A. This Award is intended to comply with the requirements of Section 409A so that no taxes under Section 409A are triggered, and shall be interpreted and administered in accordance with that intent (e.g., the definition of "separates from service" or "separation from service" (or similar term used herein) shall have the meaning ascribed to "separation from service" under Section 409A). If any provision of these Terms and Conditions would otherwise conflict with or frustrate this intent, the provision shall not apply. Solely to the extent required by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), if the Director is a "specified employee" (within the meaning of Code Section 409A and the

regulations and guidance issued thereunder (“Section 409A”)) and if delivery of shares is being made in connection with the Director’s separation from service other than by reason of the Director’s death, delivery of the shares shall be delayed until six months and one day after the Director’s separation from service with the Company (or, if earlier than the end of the six-month period, the date of the Director’s death). The Company shall not be responsible or liable for the consequences of any failure of the Award to avoid taxation under Section 409A.

## CERTIFICATIONS

I, David T. Lougee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TEGNA Inc.;
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 we 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 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 the 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.

/s/ David T. Lougee

---

David T. Lougee

President and Chief Executive Officer

(principal executive officer)

Date: August 7, 2018

## CERTIFICATIONS

I, Victoria D. Harker, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TEGNA Inc.;
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 we 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 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 the 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.

/s/ Victoria D. Harker

---

Victoria D. Harker

Chief Financial Officer (principal financial officer)

Date: August 7, 2018

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of TEGNA Inc. ("TEGNA") on Form 10-Q for the quarter ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David T. Lougee, president and chief executive officer of TEGNA, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) 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 TEGNA.

/s/ David T. Lougee

---

David T. Lougee

President and Chief Executive Officer

(principal executive officer)

August 7, 2018

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of TEGNA Inc. ("TEGNA") on Form 10-Q for the quarter ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Victoria D. Harker, chief financial officer of TEGNA, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) the Report fully complies with the requirements of Section 13(a) 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 TEGNA.

/s/ Victoria D. Harker

---

Victoria D. Harker

Chief Financial Officer (principal financial officer)

August 7, 2018