

CHANNEL SHARING AGREEMENT

THIS CHANNEL SHARING AGREEMENT (this “**Agreement**”) is dated as of December 1, 2017 by and among Outlet Broadcasting LLC, a Rhode Island limited liability company (“**NBC OpCo**”), NBC Telemundo License LLC, a Delaware limited liability company (“**NBC LicenseCo**” and together with NBC OpCo, “**Sharer**”), and ZGS Hartford, Inc., a Delaware corporation (“**Sharee**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof by and among Sharer, Sharee and certain of their Affiliates (the “**Purchase Agreement**”).

Recitals

WHEREAS, NBC OpCo operates television station WVIT, New Britain, CT (FCC Facility ID No. 74170) (“**Sharer’s Station**”) pursuant to authorizations issued by the Federal Communications Commission (“**FCC**”) to NBC LicenseCo;

WHEREAS, Sharer’s Station currently broadcasts on UHF television channel 35 and the FCC has designated Sharer’s Station to relocate to UHF television channel 31 no later than August 2, 2019;

WHEREAS, Sharee currently owns and operates digital Class A television station WRDM-CD, Hartford, CT (Facility ID No. 10153) (“**Sharee’s Station**”) pursuant to authorizations issued by the FCC to Sharee;

WHEREAS, Sharer’s Station and Sharee’s Station both serve the designated market area of Hartford-New Haven, CT (the “**DMA**”).

WHEREAS, Sharee participated in the Incentive Auction (as hereinafter defined) and, as a result of its winning reverse auction bid, Sharee will relinquish its rights to usage of the Sharee’s Station’s current spectrum;

WHEREAS, Sharer and Sharee each desires to enter into a CSA under which Sharee’s Station will, after relinquishing its current spectrum usage rights, share Sharer’s Station’s channel (the “**Shared Channel**”), which currently is licensed exclusively to NBC LicenseCo, pursuant to licenses to be issued by the FCC to Sharee and NBC LicenseCo respectively;

WHEREAS, Sharer, Sharee and certain of their Affiliates are contemporaneously with the execution of this Agreement entering into the Purchase Agreement for the sale of certain assets, including assets related to Sharee’s Station;

WHEREAS, an affiliate of NBC OpCo and Sharee are contemporaneously with the execution of this Agreement entering into a Local Programming and Marketing Agreement (the “**LMA**”) pursuant to which NBC OpCo will provide programming for Sharee’s Station pending the Channel Share Closing for the Sharee’s Station;

WHEREAS, NBC OpCo and Sharee are contemporaneously with the execution of this Agreement entering into a Technical Services Agreement (the “**TSA**”) pursuant to which NBC OpCo and its Affiliates will perform technical services for Sharee in connection with the construction of facilities necessary to implement this Agreement;

WHEREAS, NBC OpCo and/or certain of its Affiliates own or operate certain assets, including the transmitter site for the Station (the “**Transmitter Site**”), which Transmitter Site is owned by NBC OpCo, and other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (as modified or replaced from time to time, the “**Shared Equipment**,” and together with the Transmitter Site, the “**Shared Transmission Facilities**”); and

WHEREAS, Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) (the “**Incentive Auction**”) and channel sharing agreements, including without limitation the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the “**Channel Sharing Order**”), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the “**Incentive Auction Order**”), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the “**First Order**”), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the “**Omnibus Order**”), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the “**Second Order**”), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268, released January 27, 2017 (the “**Transition Public Notices**”), the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “**Expanded Sharing Order**”), the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “**Auction Closing Public Notice**”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing, the “**Channel Sharing Rules**”) on the terms set forth in this Agreement. This Agreement contains all of the provisions required under Section 73.3700(h)(5) of the FCC Rules.

Agreement

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

ARTICLE 1: SHARED CHANNEL AND FACILITIES

1.1. **Term.** The term of this Agreement (the “**Term**”) will begin on the date of this Agreement set forth above and shall continue for a period of two (2) years, unless earlier terminated or extended in accordance with the terms of this Agreement.

1.2. **Shared Channel and Facilities.** The parties shall cooperate to transition Sharee’s Station to the Shared Channel and the Shared Transmission Facilities on a mutually agreeable schedule determined by the parties, in good faith, within the time required under the Channel Sharing Rules, provided that the parties shall commence shared operations on the earliest date following FCC public notice of the grant of the channel sharing construction permit that is consistent with the notices required to be provided by Sharee regarding commencement of operations on the Shared Channel, provided further that shared channel operations shall not commence prior to the Channel Share Closing for the Station pursuant to the Purchase Agreement. The “**Commencement Date**” shall be the date Sharee begins broadcasting Sharee’s Station on the Shared Channel pursuant to program test authority. Any out-of-pocket costs reasonably necessary to modify the Shared Transmission Facilities for shared use under this Agreement shall be paid by Sharer, and Sharer shall be solely responsible for all costs associated with the move of Sharee’s Station to the Shared Transmission Facilities. Sharee’s use of the Shared Channel and the Transmission Facilities shall start on the Commencement Date and continue until the end of the Term (the “**Shared Use Term**”). The parties shall share the Shared Channel and the Shared Transmission Facilities during the Shared Use Term as provided by Article 2, Article 3 and the other terms of this Agreement. Prior to the Commencement Date, any required consents of the landlord to the Transmitter Site Lease shall have been obtained by Sharer.

1.3. **FCC Filings.**

(a) **Construction Permit Application.** Within five (5) Business Days of the date of this Agreement, Sharee shall file an application on FCC Form 2100, Schedule E to modify the facilities of Sharee’s Station (the “**Minor Mod Application**”) in order to implement this Agreement (and, if required, shall include with such application a copy of this Agreement with appropriate redactions of confidential information). NBC OpCo will coordinate with, and work with, Sharee, under the supervision and control of Sharee, to construct facilities pursuant to the construction permit (the “**CP**”) issued by the FCC upon grant of the Minor Mod Application in accordance with the TSA of even date herewith between NBC OpCo and Sharee.

(b) **License Applications.** Promptly upon the commencement of Shared Channel operations, NBC LicenseCo and Sharee each shall file an application on FCC Form 2100, Schedule F to modify its FCC license to reflect operations on the Shared Channel.

(c) **Costs.** NBC OpCo will be solely responsible for all out-of-pocket expenses relating to the applications referenced in subsections 1.3(a) and (b).

(d) **No Liability for Sharee.** Sharee makes no representation or warranty and assumes no liability with respect to (i) the FCC’s grant or failure to grant the Minor Mod

Application or (ii) the FCC's addition of any condition in the CP or in either Sharer's or Sharee's license for the Shared Channel.

1.4. **Compensation.** In consideration for the right to use the Shared Channel as set forth in this Agreement, Sharee shall pay Sharer the amount set forth on Schedule 1.4 (the "**Sharing Payment**").

1.5. **Repacking.** In connection with the FCC's assignment of the Shared Channel to a different frequency (the "**Repacking**"), Sharer shall determine any modifications needed to the Shared Transmission Facilities, shall modify the existing Shared Transmission Facilities or procure new Shared Transmission Facilities as reasonably necessary to implement the Repacking, shall seek reimbursement from the FCC for all reimbursable costs and expenses relating to or arising out of the Repacking, shall be entitled to all such reimbursement, and shall be responsible for any unreimbursable and unreimbursed costs.

ARTICLE 2: CAPACITY AND FCC LICENSES.

The parties hereby agree that during the Shared Use Term:

2.1. **Allocation of Channel Capacity.** Pursuant to the Channel Sharing Rules, during the Shared Use Term the parties shall share the 6 MHz Shared Channel (*i.e.*, the 19.39 Megabits per second ("Mb/s") of data capacity under the current ATSC system), as set forth in subsections (a) and (b) below and the other terms of this Agreement, which may be modified from time to time by mutual written agreement of the parties. Each channel sharing licensee shall retain sufficient spectrum usage rights to allow it to provide at least one Standard Definition (SD) over-the-air program stream at no direct charge to viewers at all times, where such bandwidth allocation is calculated on an average monthly basis using statistical multiplexing ("**Stat Mux**") or a successor technology mutually agreed upon by the parties.

(a) **Fixed Allocation.** Except as may be modified from time to time pursuant subsection (b) below, Sharer shall be entitled to spectrum usage rights for its broadcast needs amounting to fifty percent (50%) of the data capacity of the Shared Channel, and Sharee shall be entitled to spectrum usage rights for its broadcast needs amounting to fifty percent (50%) of the data capacity of the Shared Channel. Other than the required common Program and System Information Protocol ("PSIP") information, each party may set the bit rates it elects for audio, video or other ancillary data to be broadcast on its television station using the Shared Channel. The parties shall allocate the requisite amount of bits of the Shared Channel for the common PSIP information necessary to provide the required tuning and guide information such that: (i) the bits devoted to the common requirements will be deducted equally from each party's bit allowance; (ii) the parties shall mutually agree to the minimum number of days of Event Information Table ("EIT") information to be provided; and (iii) the parties acknowledge that a number of null packets may be required for television receivers to respond properly (and the amount of required null packets shall be deducted equally from each party's bit allowance), and the parties shall cooperate to ensure proper reception and decoding of the signal. Notwithstanding anything herein to the contrary, each party may elect to make a portion of their bit allowance on the Shared Channel available to the other for use under mutually agreed upon terms.

(b) **Variable Allocation.** The parties shall cooperate in a good faith attempt to implement a mutually-beneficial weighting system as allowed by the encoding pool to allow each party to prioritize its program streams rather than use a fixed allocation of bits of the Shared Channel. In connection therewith, (i) each party will designate one program stream with the highest priority and (ii) other sub-channels will have a lesser priority as mutually agreed by the parties based on empirical testing by the parties, and the parties shall cooperate to devise a system that produces the best results for each party with minimum picture degradation. In the event the parties are unable to agree on a system, then the parties shall implement a fixed allocation of bits of the Shared Channel for their respective broadcast needs as set forth in subsection (a) above.

2.2. **Encoding.** The parties may elect to have separate encoding facilities and have one combiner to join the separate streams together for transmission if technically possible, or the parties may elect to have one encoding pool. Each party shall have the right to monitor and audit the Shared Channel's encoding system to ensure compliance with Section 2.1. Each party shall make all records of such encoding available to the other upon written request during normal business hours.

2.3. **Changes to Allocation.** In the event that a new standard of modulation is implemented during the Shared Use Term, the parties shall cooperate to divide the available bandwidth on an equal basis consistent with this Agreement.

2.4. **Transmission.** During the Shared Use Term, Sharer shall transmit content provided by Sharee using the Shared Transmission Facilities. Except as provided herein, Sharer shall not alter the supplied content; provided, however, that it may: (i) encode, compress and/or modulate the content as required to multiplex together the parties' content streams using the parameters agreed to in this Agreement, and (ii) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement.

2.5. **Capacity Use.** Each party shall have the right to use its allocated capacity on the Shared Channel in any way it sees fit in accordance with this Agreement (subject to compliance with the Channel Sharing Rules, and with all Communications Laws (as defined below) and other applicable laws), including (i) broadcasting one high definition ("HD") stream and one SD stream or multiple SD streams, and (ii) broadcasting licensed third party content, provided that (A) a third party programmer shall not have any rights of access to the Shared Transmission Facilities without the prior approval of both parties, which approval shall not be unreasonably withheld, delayed or conditioned; and (B) a party transmitting multiple streams shall be responsible for the capital or operating costs directly associated with adding such streams. Neither party shall enter into additional channel sharing agreements within its allocated capacity.

2.6. **FCC Licenses.**

(a) **Authorizations.** Each party shall maintain all main station FCC licenses, approvals and authorizations necessary for its operations in full force and effect during the Shared Use Term. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party, such condition not to be

unreasonably withheld, delayed, or conditioned. During the Shared Use Term, each party will promptly notify the other of any material communications to or from the FCC that relate either to the Shared Channel or to a station's operations and that may require coordination to minimize any disruptions to the operations of either party's station.

(b) **Compliance with Law.** Each party shall comply with this Agreement, the Channel Sharing Rules (including Section 73.3700(h)(5) of the FCC Rules), the Communications Act of 1934, as amended, and the rules and regulations of the FCC (the "**Communications Laws**"), and all other applicable laws with respect to its ownership and operation of its own station and its use of the Shared Channel. Each party shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the Communications Laws and all other applicable laws. In addition, during the Shared Use Term, the parties shall materially comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Facilities and the Transmitter Site.

(c) **Control.** Consistent with FCC rules, each party shall control, supervise and direct the day-to-day operation of its own television station (including its employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither party shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party a present ownership interest in the other party's station. Neither party shall use the call letters of the other's television station in any medium.

(d) **FCC Fees.** Each party shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel, including without limitation regulatory fees and application fees.

(e) **Cooperation.** During the Shared Use Term, each party shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of the Shared Channel or the Shared Transmission Facilities that do not deprive it of benefits under this Agreement or require it to incur obligations or liabilities not contemplated by this Agreement. During the Shared Use Term, neither party shall take any action that interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Shared Transmission Facilities as contemplated by this Agreement. Nothing in this Agreement is intended to prohibit either party, at its expense, from implementing new transmission systems or new technical standards for its television station using the Shared Channel, unless any such new system or standard could reasonably be expected to materially adversely affect the other party's station or the Shared Channel, in which event the other party's consent shall be required prior to implementing such new system or standard.

(f) **Channel Sharing Rules.** The parties acknowledge that after the date of this Agreement, the FCC may adopt additional rules and regulations with respect to the Channel Sharing Rules. From time to time, promptly following the adoption of any such additional rules, the parties shall reasonably cooperate and may (but are not required to, except as necessary to comply with applicable law) amend, modify or restate this Agreement to take into account such changes in FCC rules and regulations.

ARTICLE 3: SHARED CHANNEL OPERATIONS

The parties hereby agree that during the Shared Use Term:

3.1. **Shared Transmission Facilities.** The parties shall share the Shared Transmission Facilities on the terms herein and consistent with the Channel Sharing Rules for the operation of their respective stations.

(a) **Operations.** Sharer shall provide Sharee with access to and use of the Shared Transmission Facilities 24 hours per day, seven days per week. No party shall permit to exist any lien, claim or encumbrance on the Shared Transmission Facilities, make material alterations to the Shared Transmission Facilities, or interfere with the business and operation of the other's television station or the other's use of such facilities. Each party may use the Shared Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other purpose. Each party shall comply in all material respects with all federal, state and local laws applicable to its operations using the Shared Transmission Facilities. During the Shared Use Term, Sharer shall maintain customary insurance covering the full replacement cost of the Shared Transmission Facilities with a reputable insurance company and with Sharee as an additional insured. All proceeds of such insurance shall be applied to repair or replace the Shared Transmission Facilities.

(b) **Shared Transmission Facilities.** A description of the Transmitter Site and a list of material items of equipment included in the Shared Transmission Facilities as of the date of this Agreement is attached hereto as Schedule 3.1(b). During the Shared Use Term, Sharer shall maintain and repair the Shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall keep Sharee reasonably informed as to all material repairs to such facilities. The shared use under this Agreement does not constitute a conveyance of title. Neither party shall damage or interfere with the Shared Transmission Facilities or move or modify them. If at any time the Shared Channel is off the air or operating at a reduced power level, Sharer shall return the Shared Channel to the air and restore power as promptly as possible.

(c) **Exclusive Equipment.** Each party may install equipment owned solely by it at the Transmitter Site that is acceptable to the other (which consent shall not be unreasonably withheld, delayed or conditioned). Each party shall maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with good engineering practices customary in the television industry. Title to all such equipment shall remain solely with the owner thereof, and the other party shall not move, repair, damage or interfere with any such equipment without the consent of the party that owns or leases the equipment.

(d) **Contractors.** All contractors and subcontractors of each party who perform any service for it at the Transmitter Site or any other shared facilities shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed in the state where the Transmitter Site or such other shared facility is located.

(e) **Hazardous Materials.** Each party shall: (i) materially comply with all environmental laws applicable to its operations from the Transmitter Site and any other shared facilities; (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site or any other shared facilities in violation of any applicable environmental laws; (iii) not take any action that would subject the Transmitter Site or any other shared facilities to any permit requirements for storage, treatment or disposal of hazardous materials; and (iv) not dispose of hazardous materials on the Transmitter Site or any other shared facilities except in compliance with applicable law.

3.2. **Interference.** Each party shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations at the Transmitter Site or any other shared facilities, or enter into any third-party agreements, that could reasonably be expected to impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall take all commercially reasonable steps to correct such interference in all material respects as promptly as possible, and in any event within two (2) Business Days of notice of such interference.

3.3. **Cooperation.** In the event it is necessary for a party to reduce, limit or temporarily cease use of the Shared Transmission Facilities, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facilities so that the other party may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Transmission Facilities, the non-requesting party shall cooperate in a commercially reasonable manner. If necessary, the non-requesting party shall temporarily reduce, limit or cease use of the Shared Transmission Facilities, the Shared Channel or its own equipment located at the Transmitter Site or any other shared facility, provided that the requesting party takes all reasonable steps to minimize the amount of time the non-requesting party shall operate with reduced facilities and that the requesting party takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time convenient to the non-requesting party.

3.4. **Force Majeure.** Neither party shall be liable to the other for any default or delay in the performance of its obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

3.5. **Expenses.**

(a) During the Shared Use Term, the reasonable and necessary out-of-pocket expenses of operating the Shared Transmission Facilities shall be borne solely by Sharer, including without limitation utility, engineering, maintenance, property insurance and property tax expenses (if any) applicable to the Transmission Facilities.

(b) Each party shall be solely responsible for all other expenses of operating its station, including without limitation the cost of delivering its programming from its studio to the Transmitter Site and the cost of its general liability insurance.

3.6. **Technical Changes; ATSC 3.0.** In the event that Sharer determines, in its sole discretion, to adopt, or the FCC requires, new standards of modulation or other technical or other modifications to the operation of the Shared Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. Sharer shall bear the costs to implement such modulation or technical changes, including with respect to Sharee's Station. In the event that such changes alter the available bandwidth of the Shared Channel, the parties shall cooperate to divide the available bandwidth following such modifications on an equal basis consistent with this Agreement.

3.7. **Maintenance of Shared Channel Operations.** Sharer shall maintain and operate the Shared Transmission Facilities and the Shared Channel in all material respects in compliance with the Communications Laws, the authorizations issued by the FCC for each party's use of the Shared Channel, and good engineering practices.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES

4.1. **FCC Licenses.** Each party represents and warrants to the other that it has obtained (or will obtain prior to the Commencement Date) all FCC and any other governmental licenses, approvals and authorizations necessary for its operations on its respective station.

4.2. **Authority.** Each party represents and warrants to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby subject to the necessary FCC approvals; (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the jurisdiction in which the Transmitter Site is located; (iii) it has duly authorized the execution, delivery and performance of this Agreement, and this Agreement is binding upon it; and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

ARTICLE 5: INDEMNIFICATION

5.1. **General Indemnification.** Subject to Section 5.3, each party shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement; (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement; and (iii) its use of the Shared Transmission Facilities and the Shared Channel during the Shared Use Term. Neither party shall have any obligation or liability with respect to the other's station, except as may be otherwise expressly set forth in this Agreement. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

5.2. **Intentionally Omitted.**

5.3. **Liability.** In no event shall either party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages. Notwithstanding anything contained herein to the contrary, the limitations of liability contained in this Section 5.3 shall not apply to: (i) personal injury, including death, and damage to tangible property caused by the intentional wrongdoing or gross negligence of a party or its employees, agents, or subcontractors, (ii) amounts paid or payable to third parties or (iii) reasonable attorneys' fees and costs.

5.4. **Survival.** The parties' obligations under this Article 5 shall survive any termination or expiration of this Agreement.

ARTICLE 6: TERMINATION AND REMEDIES

6.1. **Breach.** Upon the occurrence of an Event of Default (defined below), the non-defaulting party may (but is not obligated to) terminate this Agreement by written notice to the defaulting party. All remedies under this Agreement and claims for damages shall be cumulative.

6.2. **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" by a party under this Agreement:

(i) a party fails to comply with or perform its obligations under this Agreement and such breach or default is material in the context of the transactions contemplated hereby and is not cured within ten (10) Business Days after written notice thereof; or

(ii) a party makes a misrepresentation under this Agreement and such misrepresentation is material in the context of the transactions contemplated hereby and is not cured within ten (10) Business Days after written notice thereof; or

(iii) a party becomes insolvent or ceases to do business or dissolves or becomes subject to a bankruptcy or similar proceeding that is not stayed or dismissed within sixty (60) days; or

(iv) the FCC license of either party to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed or otherwise terminated for any reason.

6.3. **Termination by Sharer.** Upon a termination of this Agreement by Sharer upon the occurrence of an Event of Default by Sharee, Sharer shall be entitled to the following remedies:

(i) all spectrum usage rights for the full 6 MHz Shared Channel shall revert to Sharer; and

(ii) Sharer may apply to the FCC to change its license to non-shared status.

6.4. **Additional Termination Right for Sharer.** Sharer, in its sole discretion, may terminate this Agreement in the event that the FCC imposes any condition in the CP or in either Sharer's or Sharee's license for the Shared Channel that would require Sharer or any Affiliate of Sharer to (i) agree to any conditions or limitations on any asset, business or property of Sharer or any of its Affiliates, on any asset, business or property which Sharer or any of its Affiliates has or hereafter has an unconsummated contract to acquire or to transfer or on the Shared Channel, (ii) take or refrain from taking any action with respect to the acquisition, divestiture, leasing or other transaction involving, directly or indirectly, any television broadcasting business or other asset, business or property of any Person in any area or market, including the DMA or (iii) take any action that may adversely affect Sharer or its Affiliates or the Shared Channel.

6.5. **Automatic Termination.** This Agreement shall automatically terminate without further action by the parties (a) upon the termination of the Purchase Agreement with respect to Sharee's Station or (b) if the Shared Use Term does not commence by the Channel Share Deadline (as defined in the Purchase Agreement).

6.6. **Survival.** No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, the terms of Articles 5, 6 and 7 shall survive any termination of this Agreement.

6.7. **Specific Performance.** In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. A party seeking such injunctive relief shall not be required to prove actual damages and shall not be required to post any bond as a condition for obtaining injunctive relief.

6.8. **Wind-Down Period.** In the event this Agreement is terminated or expires, Sharee shall be permitted to continue to share spectrum on the Shared Channel on the terms provided in Article 2 for a period sufficient for Sharee to find a new channel sharing host, such period not to exceed ninety (90) days following the termination or expiration of this Agreement.

ARTICLE 7: MISCELLANEOUS

7.1. **Confidentiality.** Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed by one party to the other in connection with the performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity. This Section shall survive any termination or expiration of this Agreement.

7.2. **Assignment.** No party may assign, transfer or sublease this Agreement, except that (a) Sharer shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Sharer's Station and such assignee or transferee shall assume this Agreement in a writing delivered to Sharee, and (b) Sharee shall assign its rights under this Agreement to any FCC-approved assignee or transferee of Sharee's Station and such assignee or transferee shall assume this Agreement in a writing delivered to the other party to this Agreement. If rights and obligations under this Agreement are transferred or assigned, the assignee or transferee shall comply with the terms of this Agreement. If the transferee or assignee and the licensee of the remaining channel sharing station agrees to amend the terms of this Agreement, the Agreement may be amended, subject to FCC approval. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

7.3. **Severability.** The transactions contemplated by this Agreement are intended to comply with the Channel Sharing Rules and other Communications Laws. If any court or governmental authority holds any provision of this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

7.4. **Notices.** All notices, requests or other communications required or which may be given hereunder shall be in writing and either delivered personally to the addressee, sent via email or facsimile transmission to the addressee, mailed to the addressee by certified or registered mail or express mail, postage prepaid, or sent to the addressee by a nationally recognized overnight delivery service, service charges prepaid, in each case as follows:

if to Sharer:

NBCUniversal Owned Television Stations, a division of
NBCUniversal Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attention: President, NBCUniversal Owned Television Stations
Telephone: (212) 664-4030
Email: Valari.Staab@nbcuni.com

with a copy to:

c/o Comcast Corporation
One Comcast Center
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103-2838
Attention: General Counsel
Facsimile: (215) 286-7794

Telephone: (215) 286-1700

if to Sharee:

ZGS Communications, Inc.
2000 N. 17th Street
Suite 400
Arlington, VA 22201
Attention: Ronald Gordon
Telephone: (703) 622-6161
Email: rgordon@zgsgroup.com

with a copy to:

ZGS Communications, Inc.
9025 SW 68th Ave.
Pinecrest, FL 33156
Attention: Peter Housman
Telephone: (305) 665-9260
Email: housmanp@bellsouth.net

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

Lerman Senter PLLC
2001 L Street NW
Suite 400
Washington, DC 20036
Attention: Erin E. Kim, Esq.
Telephone: (202) 416-6772
Email: ekim@lermansenter.com

7.5. **Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

7.6. **Miscellaneous.** This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. Except as expressly set forth herein, no party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement, the TSA, the Purchase Agreement, and the other documents executed in connection with the transactions contemplated by the Purchase Agreement (including the Schedules hereto and thereto) constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes

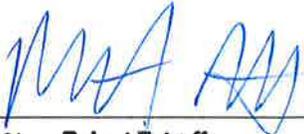
all prior agreements and understandings with respect to the subject matter hereof. This Agreement may be executed in separate counterparts.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT

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

OUTLET BROADCASTING LLC

By: 
Name: **Robert Eatroff**
Title: **Executive Vice President
Global Corporate Development
and Strategy**

NBC TELEMUNDO LICENSE LLC

By: 
Name: **Robert Eatroff**
Title: **Executive Vice President
Global Corporate Development
and Strategy**

ZGS HARTFORD, INC.

By: _____
Name: **Ronald J. Gordon**
Title: **Chairman & CEO**

SIGNATURE PAGE TO CHANNEL SHARING AGREEMENT

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

OUTLET BROADCASTING LLC

By: _____
Name:
Title:

NBC TELEMUNDO LICENSE LLC

By: _____
Name:
Title:

ZGS HARTFORD, INC.

By: _____
Name: Ronald J. Gordon
Title: Chairman & CEO

SCHEDULE 1.4

Sharing Payment

The Sharing Payment shall be the amount of Ten Dollars (\$10.00), payable upon the Commencement Date.

SCHEDULE 3.1(b)

Description of Shared Transmission Facilities

Address:
200 Colt Highway
Farmington, CT 06032

Tower
Antenna
Fiber and Microwave Relay
Transmitter
Power (incl. Emergency Generator)
HVAC
Rack Room