

TECHNICAL SERVICES AGREEMENT

THIS TECHNICAL SERVICES AGREEMENT (this “**Agreement**”) is dated as of April 3, 2018, by and between ZGS Providence, Inc., a Delaware corporation (“**Licensee**”), and Telemundo of New England LLC, a Delaware limited liability company (“**Contractor**”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (defined below).

Recitals

WHEREAS, Licensee owns and operates digital Class A television broadcast station WRIW-CD, Providence, Rhode Island (Facility ID 70184) (the “**Station**”) pursuant to authorizations issued by the Federal Communications Commission (“**FCC**”);

WHEREAS, Licensee participated in 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**”);

WHEREAS, as a result of Licensee’s winning reverse auction bid for the Station in the Incentive Auction, Licensee will relinquish its rights to usage of the Station’s spectrum but, subject to FCC approval, can obtain a shared status license for the Station allowing the Station to share a channel with a “sharer” station;

WHEREAS, contemporaneously with the execution of this Agreement, Licensee is entering into a Channel Sharing Agreement relating to the Station (the “**CSA**”) with ION Media Television, Inc. (“**Sharer**”);

WHEREAS, Sharer owns and operates television station WPXQ-TV, Block Island, Rhode Island (Facility ID No. 50063) (the “**Sharer Station**”);

WHEREAS, upon the relinquishment of the spectrum of the Station by Licensee, the Station and the Sharer Station will share the channel of the Sharer Station as a “shared channel” pursuant to the CSA;

WHEREAS, Licensee will file an application with the FCC for a construction permit to modify the facilities of the Station so as to implement the CSA and obtain a shared status license for the Station to operate as a “sharee station” using the technical facilities of the Sharer Station;

WHEREAS, Licensee, certain of its Affiliates, and certain of the Affiliates of Contractor, entered into a Purchase Agreement dated as of December 1, 2017 (the “**Purchase Agreement**”) for the sale of certain assets, including assets relating to the Station;

WHEREAS, contemporaneously with the execution of the Purchase Agreement, Licensee entered into a Local Programming and Marketing Agreement with an Affiliate of Contractor pursuant to which, among other things, this entity began providing programming to the Station on January 1, 2018;

WHEREAS, Contractor and its Affiliates have substantial expertise in the design, construction, operation and technical aspects of broadcast television stations; and

WHEREAS, Licensee has determined that Contractor's services would facilitate and expedite the modification of the Station's facilities in order to implement the CSA.

Agreement

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

1. **Services**. Licensee hereby engages Contractor to perform technical services in connection with the planning and completion of the modification of the Station's facilities so as to obtain a shared channel license using the technical facilities of the Sharer Station as follows:

(a) Subject to Licensee's control and supervision, Contractor shall: (i) design a plan for the modification of the facilities of the Station; (ii) procure and install the broadcast equipment deemed by Licensee to be necessary and appropriate for such construction (the "**Equipment**"); (iii) assist Licensee in obtaining any required approvals of any governmental authorities, including, but not limited to, building permits, zoning and environmental authorizations necessary for completion of such construction; (iv) assist with such construction in compliance with the construction permit issued by the FCC for construction necessary to implement the CSA ("**CP**") and the FCC Rules; and (v) assist with any notices required to implement the CSA and CP.

(b) In performing its services under this Agreement, Contractor shall not deviate from the specifications set forth in the CP in any material respect without the consent of Licensee. Consistent with FCC Rules, Licensee shall control, supervise, approve and direct the construction of the Station's modified facilities, and all technical services shall be performed under such control, supervision, approval and direction. Contractor shall perform all such construction and technical services in a good and workmanlike manner and according to industry standards, in compliance with the FCC Rules. Contractor shall comply with the terms and conditions of the leases in effect at the transmission and studio sites for the Sharer Station in all construction and operations conducted at such sites.

(c) Contractor may engage in any other business activities, and nothing herein shall be deemed to prohibit Contractor from engaging in any other business activities. This Agreement does not, and shall not be deemed to, make Contractor an agent, legal representative, partner or employee of Licensee. Contractor serves Licensee hereunder solely in the capacity of an independent contractor.

2. **Station Operations**. Having engaged Contractor to perform such services at Contractor's expense, Licensee shall:

(a) provide Contractor the services of the Station's employees as necessary for Contractor to perform its work, and otherwise take all action reasonably necessary to

facilitate the prompt completion of such construction, including seeking any necessary FCC authorizations;

(b) prepare and file with the FCC and diligently prosecute a CP application and keep Contractor fully informed with respect thereto. Contractor shall reimburse Licensee for all of its out-of-pocket costs and expenses, including legal fees, in connection with the CSA, the modification of the Station's facilities and the preparation, filing and prosecution of the CP application and a license application within ten (10) days of receipt by Contractor an invoice from Licensee. Licensee makes no representation or warranty and assumes no liability with respect to (i) the FCC's grant or failure to grant such CP application once filed by Licensee, or (ii) the FCC's addition of any condition in the CP or in either of Licensee's or Sharer's license for the Shared Channel (as defined in the CSA), respectively;

(c) prepare and file with the FCC a license application to cover the CP; and

(d) execute such further documents and take such further actions as may be reasonably necessary to approve equipment purchases, complete construction, commence on-air operations, obtain a covering license, and otherwise give effect to the transactions contemplated by this Agreement.

3. **Equipment.**

(a) Except as expressly provided below, Contractor shall retain all right, title and interest in and to all Equipment procured by Contractor hereunder whether before or after delivery or installation, and Licensee shall have no interest therein. The risk of loss with respect to all such Equipment shall be borne by Contractor, and Contractor shall pay all personal property taxes with respect thereto.

(b) Contractor hereby leases the Equipment to Licensee at no charge for a term commencing upon installation thereof and ending upon the Subsequent Channel Share Closing for the Station under the Purchase Agreement, or the termination of the Purchase Agreement with respect to the Station.

4. **Indemnification.** From and after the date of this Agreement:

(a) Contractor shall indemnify, defend, protect and hold harmless Licensee, and its affiliates, and their respective employees, officers, directors, shareholders and agents, from and against, and reimburse them for all losses, costs, damages, liabilities, expenses, obligations and claims of any kind (including any action brought by the FCC or any governmental authority or person and including reasonable attorneys' fees and expenses) ("**Losses**") arising from Contractor's breach of any covenant or other obligations under this Agreement, the performance of its duties hereunder, or any purchase or use of the Equipment by Contractor, unless such Loss is directly caused by the gross negligence or willful misconduct of Licensee or its employees or agents.

(b) Licensee shall indemnify, defend, protect and hold harmless Contractor and its affiliates, and their respective employees, officers, directors, shareholders and agents, from and against, and reimburse them for all Losses arising from Licensee's gross negligence or

willful misconduct in connection with performance of its duties hereunder.

(c) With regard to the subject matter of this Agreement, neither party shall be liable for incidental, special, consequential (including lost profits), punitive, exemplary, and similar damages, unless such damages are owed to the Sharer or another third party, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

5. **Term and Termination**. This Agreement shall terminate and be of no further force or effect upon the consummation of the Subsequent Channel Share Closing for the Station or earlier termination of the CSA. The obligations under Sections 2(b) and 4 shall survive any termination of this Agreement.

6. **Miscellaneous**. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, except that Contractor may assign this Agreement to one or more of its affiliates without the prior written consent of Licensee. No assignment of this Agreement shall relieve the assignor of liability hereunder. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC adopted pursuant to those provisions of the Act. Any notices to be given pursuant to the terms hereof shall be given pursuant to the terms of, and to the addresses set forth in, the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TECHNICAL SERVICES AGREEMENT

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

LICENSEE:

ZGS PROVIDENCE, INC.

By: Peter J. Hoosman
Name: Peter J. Hoosman II
Title: President - Business & Corporate Affairs

CONTRACTOR:

TELEMUNDO OF NEW ENGLAND LLC

By: _____
Name:
Title:

SIGNATURE PAGE TO TECHNICAL SERVICES AGREEMENT

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

LICENSEE:

ZGS PROVIDENCE, INC.

By: _____

Name:

Title:

CONTRACTOR:

TELEMUNDO OF NEW ENGLAND LLC

By: Michael St. Peter

Name: Michael St. Peter

Title: Senior Vice President