

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this “Agreement”) is dated as of August 31, 2016, by and between WBTS Television LLC, a Delaware limited liability company (“Programmer”) and ZGS Boston, Inc., a Delaware corporation (“Licensee”). 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

A. Licensee owns and operates low power television station WTMU-LP, Boston, Massachusetts (Facility ID 64996) (the “Station”), pursuant to authorizations issued by the FCC.

B. The Station is currently operating on analog channel 46 pursuant to special temporary authority (FCC File No. BSTA-20120309ACU, as most recently extended by File No. 0000008234).

C. Licensee holds a displacement construction permit for digital channel 46 at a new transmitter site (FCC File No. BDISDTL-20090824ABL) (the “Digital CP”).

D. Licensee, Programmer and certain of their Affiliates are simultaneously entering into an Asset Purchase Agreement for the sale of certain assets relating to the Station from Licensee to Programmer and one of its Affiliates (the “Purchase Agreement”).

E. Licensee and Programmer are also simultaneously entering into a Technical Services Agreement (the “TSA”) regarding the construction of the facilities specified in the Digital CP (the “Station’s Digital Facilities”).

F. Licensee desires to obtain programming for the Station’s Digital Facilities, and Programmer desires to provide programming for broadcast on the Station’s Digital Facilities, on the terms set forth in this Agreement.

Agreement

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

1. **Term**. The term of this Agreement (the “Term”) will begin on the date that the Station commences operations on the Station’s Digital Facilities (the “LMA Commencement Date”) and the Term will continue until the Closing under the Purchase Agreement, unless earlier terminated or extended in accordance with the terms of this Agreement.

2. **Programming**. During the Term, Programmer shall purchase from Licensee airtime on the Station’s for the price and on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the “Programs”) for broadcast on the Station

twenty-four (24) hours per day, seven (7) days per week. Programmer will transmit its Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Programmer shall also be responsible for the Station website, streaming and multicast programming during the Term of this Agreement, if any.

3. **Broadcasting**. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below.

4. **Advertising**.

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Station (including without limitation all revenues from any Station website and any ancillary revenue).

(b) Programmer shall not discriminate during the Term in advertising arrangements on the Station on the basis of race or ethnicity. Programmer further covenants that during the Term all of the advertising sales agreements with respect to the Station will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

5. **Payments**. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. **Control**.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) designate a person with responsibility for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Programmer; and (2) retain control over the policies, finances, personnel and programming of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii)

delete any commercial announcements or other programming that do not comply with the requirements of the FCC's sponsorship identification policy.

(c) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

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

8. **Programs.** Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies, and Programmer and its employees shall comply with such rules, regulations and policies in all material respects. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

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

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

11. **Maintenance.** During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station's Digital Facilities at the maximum level authorized by the FCC for the Station and shall repair and maintain the Station's transmitter site and equipment located at the New Tower Lease site, provided, that Programmer shall provide certain contract engineering services in connection with Station Digital Facilities operation as further set forth in the TSA. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. If the Station suffers any loss or damage of any nature to its Digital Facilities which results in the interruption of service or the inability of the Station to operate, Licensee shall immediately notify Programmer and Licensee or the Contractor (as defined in the TSA) as a delegate of Licensee shall undertake such repairs as are necessary to restore full-time operation of the Station within seven (7) days from the occurrence of any such loss or damage.

12. **New Tower Lease.** Contemporaneously with the execution of this Agreement, Licensee's parent company ("Parent") has entered into the New Tower Lease for the operation of

the Station's Digital Facilities. If closing under the Purchase Agreement does not occur, at the request of Licensee upon the expiration or termination of this Agreement without such a closing, Parent shall immediately assign to Programmer and Programmer shall immediately assume the New Tower Lease.

13. **Representations.**

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

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

14. **Termination; Extension.** This Agreement shall terminate automatically upon Closing under the Purchase Agreement. This Agreement may be terminated by either party by written notice to the other in the event of any Event of Default caused by the action of the party receiving such notice not timely cured, or expiration or termination of the Purchase Agreement; provided, however this Agreement shall continue and the Term shall be extended (i) in the event that the Outside Date in the Purchase Agreement is extended; or (ii) in the event that the Purchase Agreement is terminated, at Programmer's sole option, until the date that is the 24-month anniversary of the LMA Commencement Date.

15. **Events of Default.**

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

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

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

16. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all losses, costs, damages, liabilities, expenses, obligations and claims of any kind (including any action brought by the FCC or any governmental authority or person and including reasonable attorneys' fees and expenses) ("Losses"), arising from (i) the broadcast of the Programs on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law, and (ii) any breach by Programmer of a representation, warranty, covenant or other obligation under this Agreement causing termination of this Agreement. Licensee shall indemnify and hold Programmer harmless against any and all Losses arising from (i) the broadcast of any Licensee programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law, or (ii) any breach by Licensee of a representation, warranty, covenant or other obligation under this Agreement causing termination of this Agreement provided, however, that Licensee's liability to Programmer for any Loss caused under (ii) shall be limited to \$10,000, unless such liability arises directly from Licensee's gross negligence or willful misconduct. In the event the Purchase Agreement is terminated without a closing, any Losses (as defined in the Purchase Agreement) that may be asserted by Buyer thereunder or by Programmer hereunder to result from such termination may not include matters or claims arising under this Agreement for any reason. With regard to the subject matter of this Agreement, whether under the terms hereof or under the terms of the Purchase Agreement, Licensee shall not be liable for incidental, special, consequential (including lost profits), punitive, exemplary, and similar damages, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

The obligations under this Section shall survive any termination of this Agreement. The procedural provisions for indemnification under Section 10.3 the Purchase Agreement shall apply to any claims hereunder.

17. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto unless to an affiliated company. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. **Severability.** If any court or governmental authority holds any provision in this

Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws.

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

if to Licensee:	c/o ZGS Communications, Inc. 2000 N. 14 th Street, Suite 400 Arlington, VA 22201 Attention: Ronald Gordon Telephone: (703) 528-5656 Ext. 117 Telecopier: (703) 526-0879
with a copy (which shall not constitute notice to):	ZGS Communications, Inc. 9025 SW 68 th Avenue Pinecrest, FL 33156 Attention: Peter Houseman Telephone: (305) 665-9260 Telecopier: (801) 665-9260
if to Programmer:	WBTS Television LLC 160 Wells Avenue Newton, MA 02459 Attn: Michael St. Peter Telephone: (617) 630-5011 Telecopier: (617) 630-5057
with a copy (which shall not constitute notice to):	c/o Comcast Corporation One Comcast Center 1701 John F. Kennedy Blvd. Philadelphia, PA 19103-2838 Attention: General Counsel Telephone: (215) 286-1700 Telecopier: (215) 286-7794

20. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This

Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the 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. This Agreement (including the Schedule hereto and the Purchase Agreement and TSA) constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

21. **Certifications.** Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).

4824-9306-9620.7

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE:

ZGS BOSTON, INC.

By: Peter J Housman

Name: Peter J Housman

Title: President - Business & Corporate Affairs

PROGRAMMER:

WBTS TELEVISION LLC

By: _____

Name:

Title:

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

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

LICENSEE: **ZGS BOSTON, INC.**

By: _____
Name:
Title:

PROGRAMMER: **WBTS TELEVISION LLC**

By: Michael St Peter
Name:
Title:

SCHEDULE A TO LMA

During the Term, Programmer shall reimburse Licensee for the operating expenses of the Station incurred by Licensee in the ordinary course of business, including without limitation (a) all lease costs for rent and other monthly fees and compliance with duties and conditions upon Licensee arising under or associated with the New Tower Lease, (b) all costs for utilities supplied to the Station's transmitter site, and (c) other operating costs, including costs required to be paid by Licensee to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, expressly including without limitation, Licensee's music license fees, FCC regulatory fees (prorated), and insurance (each such reimbursement shall be due within thirty (30) days following receipt of an invoice, and any remaining LMA expenses shall be paid in full at Closing of the Purchase Agreement transaction or termination of the LMA without a Closing).

For any extension of this Agreement beyond twelve (12) months after the LMA Commencement Date Programmer shall pay to Licensee an LMA fee in the amount of Five Thousand Dollars (\$5,000) per month, to be prorated for any partial month, in addition to the reimbursements set forth above.

In addition, Programmer shall pay to Licensee the amount of One Thousand Dollars (\$1,000) per month, to be prorated for any partial month, for the period starting upon execution of this Agreement and ending on the date that the analog equipment currently used by Licensee at its analog tower site is removed.