

## TECHNICAL SERVICES AGREEMENT

**THIS TECHNICAL SERVICES AGREEMENT** (this “Agreement”) is dated as of August 31, 2016, by and between ZGS Boston, Inc., a Delaware corporation (“Licensee”) and WBTS Television LLC, a Delaware limited liability company (“Contractor”).

### 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 Federal Communications Commission (“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. Contractor and its affiliates have substantial expertise in the construction and technical aspects of broadcast television stations, and Licensee has determined that Contractor’s services would expedite construction of the Station’s digital facilities in accordance with the Digital CP (the “Station’s Digital Facilities”).

E. Licensee and Contractor are parties to a Local Programming and Marketing Agreement (the “LMA”) and an Asset Purchase Agreement (the “Purchase Agreement”) of even date herewith, both with respect to the Station.

### 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 construction of the Station’s Digital Facilities as follows:

(a) Subject to Licensee’s control and supervision, Contractor shall: (i) procure and install the broadcast equipment deemed by Licensee to be necessary and appropriate for such construction (the “Equipment”); (ii) 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; (iii) assist with such construction in compliance with the Digital CP, the Communications Act of 1934, as amended, and the rules and regulations of the FCC; (iv) perform interim maintenance and repair of the Equipment and with respect to Station operation of the Digital Facilities; and (v) remove, decommission and dispose of the analog equipment currently used by Seller at its tower site.

(b) In performing its services under this Agreement, Contractor shall not deviate from the specifications set forth in the Digital 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 Digital Facilities, and all technical services shall be performed under such control, supervision, approval and direction. All such construction and technical services shall be performed in a good and workmanlike manner and according to industry standards, in compliance with the FCC rules. Subject to Licensee's direction, supervision and control, Contractor shall comply with the terms and conditions of the New Tower Lease in all construction and operations conducted at the New Tower Lease site.

(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 promptly complete such construction, including seeking any necessary FCC authorization(s);

(b) promptly upon completion of such construction, commence operation of the Station's Digital Facilities under program test authority pursuant to the Digital CP, prepare and file with the FCC and diligently prosecute until grant by final order a license application with respect to the Digital CP, keep Contractor fully informed with respect thereto, and thereafter use commercially reasonable efforts to maintain the on-air operation of the Station's Digital Facilities at full power as authorized by the FCC. Licensee shall be reimbursed for all of its costs and expenses, including legal fees, in connection with its preparation, filing and prosecution of the license application within thirty (30) days of receipt of an invoice from Licensee. Licensee makes no representation or warranty and assumes no liability with respect to the FCC's grant or failure to grant such license application once filed by Licensee; and

(c) execute such further documents and take such further actions as may be reasonably necessary to approve equipment and complete such construction, commence and maintain such on-air operations, obtain and maintain such license in full force and effect, 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 for a term commencing upon installation thereof and ending upon the earlier of the expiration or earlier termination of the LMA; provided, however, that Licensee may elect to extend such term of such lease for a period of six months thereafter (unless the LMA terminates due to a closing under the Purchase Agreement), which extension may be renewed by Licensee for an additional six months upon notice to Contractor no less than one month prior to the end of the first six month period. Licensee shall use the Equipment only in the ordinary course of the Station's business, and shall provide Contractor access to the Equipment at all times during the term of the LMA.

(c) Upon any expiration or termination of such lease other than as a result of a closing of the transaction for sale of the Station to Contractor, Licensee may elect to purchase the Equipment from Contractor. If Licensee elects to purchase the Equipment from Contractor, then Licensee shall purchase the Equipment from Contractor for a purchase price equal to the out of pocket costs incurred by Contractor to procure and install the Equipment hereunder, which shall be certified to Licensee within one month after expiration or termination of the Purchase Agreement without a closing. Such purchase price shall be paid by Licensee to Contractor in cash on the last day of the term of such lease.

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

(a) Contractor shall indemnify, defend, protect and hold harmless Licensee, ZGS Communications, Inc. 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 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, 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 Licensee's gross negligence or willful misconduct in connection with performance of its duties hereunder. Licensee's liability to Contractor for any reason (other than for Licensee's gross negligence or willful misconduct) shall be limited to \$10,000, including for Contractor's own Losses with respect to the subject matter of this Agreement. 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 Contractor hereunder to result from such termination may not include matters or claims arising under this Agreement for any reason, including without limitation, for breach of contract or under any theory of reliance. 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.

(c) The procedural provisions for indemnification under Section 10.3 of the Purchase Agreement shall apply to any claims hereunder.

5. Miscellaneous. Subject to Section 3(b) above, this Agreement shall terminate upon any termination of the LMA. 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 unless to an affiliated company. 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 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 (and Purchase Agreement and LMA) 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. 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 LMA.

Dated: August 31, 2016

4826-1024-7988.7

[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 BOSTON, INC.**

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

**CONTRACTOR:**

**WBTS TELEVISION LLC**

By: \_\_\_\_\_  
Name:  
Title:

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

**LICENSEE:**

**ZGS BOSTON, INC.**

By: \_\_\_\_\_

Name:

Title:

**CONTRACTOR:**

**WBTS TELEVISION LLC**

By: Michael M. Peto \_\_\_\_\_

Name:

Title: