

EXHIBIT F

FORM OF TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made as of _____, 2017, by and among ZGS Communications, Inc., a Delaware corporation (“Parent”), ZGS El Paso Television, L.P., a Delaware limited partnership (“ZGS El Paso”), ZGS Television of Tampa, Inc., a Florida corporation (“ZGS Tampa”), ZGS Fort Myers-Naples Inc., a Florida corporation (“ZGS Fort Myers”), ZGS Broadcasting of Orlando, Inc., a Florida corporation (“ZGS Orlando”), ZGS Hartford, Inc., a Delaware corporation (“ZGS Hartford/Springfield”), and Onda Capital, Inc., a Delaware corporation (“ZGS D.C./Richmond” and together with Parent, ZGS El Paso, ZGS Tampa, ZGS Fort Myers, ZGS Orlando, and ZGS Hartford/Springfield, the “ZGS Parties”), on the one hand, and Telemundo of Texas LLC, a Delaware limited liability company (the “Texas OpCo Buyer”), Telemundo of Florida LLC, a Delaware limited liability company (the “Florida OpCo Buyer”), Telemundo of New England LLC, a Delaware limited liability company (the “New England OpCo Buyer”), and Telemundo Mid-Atlantic LLC, a Delaware limited liability company (the “Mid-Atlantic OpCo Buyer” and together with Texas OpCo Buyer, Florida OpCo Buyer and New England OpCo Buyer, “Telemundo”), on the other hand. This Agreement shall become effective on the Closing Date, and the Parties shall have no rights or obligations hereunder prior to such time.

RECITALS

A. The ZGS Parties, Telemundo and certain other parties thereto are parties to that certain Asset Purchase Agreement, dated as of November ___, 2017 (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, the ZGS Parties and Telemundo agreed that the ZGS Parties would provide, or cause to be provided, to Telemundo certain mutually acceptable services on a transitional basis and in accordance with the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, taking the foregoing into account and in consideration of the mutual representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I **DEFINITIONS**

Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Purchase Agreement. The following terms used in this Agreement shall have the following meanings or the meanings set forth in the corresponding Sections or subsections of this Agreement:

“Additional Services” shall have the meaning specified in Section 2.03.

“Agreement” shall have the meaning specified in the Preamble.

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

“Party” means Parent, ZGS El Paso, ZGS Tampa, ZGS Fort Myers, ZGS Orlando, ZGS Hartford/Springfield, ZGS D.C./Richmond, Texas OpCo Buyer, Florida OpCo Buyer, New England OpCo Buyer and Mid-Atlantic OpCo Buyer individually, and “Parties” means the ZGS Parties and Telemundo collectively, and, in each case, their permitted successors and assigns.

“Purchase Agreement” shall have the meaning specified in the Recitals.

“Representative” of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

“Services” shall have the meaning specified in Section 2.01.

“Stations” means the El Paso Stations, the Tampa Station, the Fort Myers Station, the Orlando Station, the Springfield Station and the Richmond Station.

“Telemundo” shall have the meaning specified in the Preamble.

“Telemundo Services Manager” shall have the meaning specified in Section 2.04(b).

“Termination Date” means 11:59 p.m. ET on the date that is set forth on Schedule A for each Service.

“ZGS Services Manager” shall have the meaning specified in Section 2.04(a).

ARTICLE II SERVICES, DURATION; SERVICES MANAGERS

Section 2.01 Services. Subject to the terms and conditions of this Agreement, the ZGS Parties shall provide (or cause to be provided) to Telemundo the services listed in Schedule A attached hereto (the “Services”). The ZGS Parties shall invoice Telemundo on a monthly basis and Telemundo shall promptly pay the ZGS Parties (and in any event, no more than 10 days following receipt of the applicable invoice from the ZGS Parties) (a) the fees for each Service as

set forth on Schedule A, plus (b) the fees agreed upon by the Parties with respect to any Additional Services. Any taxes, duties, excises, tariffs, fees, assessments or levies imposed on the performance or delivery of Services hereunder shall be the responsibility Telemundo. If Telemundo fails to timely pay any amount within five days of the due date, such amount shall bear interest at the prime rate (as reported by The Wall Street Journal or, if not reported thereby, by another authoritative source) as in effect from time to time until the date of actual payment. As set forth on Schedule A, the Services are generally administrative in nature.

Section 2.02 Duration of Services. Subject to the terms of this Agreement, the ZGS Parties shall provide or cause to be provided to Telemundo each Service commencing on the Closing Date and continuing until the earliest to occur of, with respect to each such Service, (i) the Termination Date for such Service or (ii) the date on which the Parties mutually agree in writing to terminate this Agreement in its entirety. The parties acknowledge and agree that the ZGS Parties shall be terminating third party contracts in reliance on each Service terminating on its designated Termination Date. The ZGS Parties will not be able to extend any Service beyond the Termination Date.

Section 2.03 Additional Unspecified Services. After the date hereof, if Telemundo identifies a service that the ZGS Parties provided to any of the Stations prior to the Closing Date that Telemundo reasonably needs in order for such Station to continue to operate in substantially the same manner in which such Station operated prior to the Closing Date, and such Service was not included in Schedule A (other than because the Parties expressly agreed such Service would not be provided), then Telemundo and the ZGS Parties shall use commercially reasonable efforts to provide such requested services (such additional services, the “Additional Services”) subject to agreement on the additional fee for such Additional Services. Telemundo shall have fifteen (15) days after the date hereof to request Additional Services. Unless specifically agreed in writing to the contrary, the Parties shall amend Schedule A in writing to include such Additional Services and the fee therefor and such Additional Services shall be deemed Services hereunder, and accordingly, the ZGS Parties shall provide such Services, or cause such Additional Services to be provided, in accordance with the terms and conditions of this Agreement.

Section 2.04 Transition Services Managers.

(a) The ZGS Parties hereby appoint and designate [NAME, TITLE] to act as their initial services manager (the “ZGS Services Manager”), who will be directly responsible for coordinating and managing the delivery of the Services and have authority to act on ZGS’s behalf with respect to matters relating to this Agreement. The ZGS Services Manager will work with the personnel of the ZGS Parties to periodically address issues and matters raised by Telemundo relating to this Agreement. Notwithstanding the requirements of Section 5.07, all communications from Telemundo to the ZGS Parties pursuant to this Agreement regarding routine matters involving the Services shall be made through the ZGS Services Manager, or such other individual as specified by the ZGS Services Manager in writing and delivered to Telemundo by email or facsimile transmission with receipt confirmed. The ZGS Parties shall notify Telemundo of the appointment of a different ZGS Services Manager, if necessary, in accordance with Section 5.07.

(b) Telemundo hereby appoints and designates [NAME, TITLE] to act as its initial services manager (the “Telemundo Services Manager”), who will be directly responsible for coordinating and managing the receipt of Services and have authority to act on Telemundo’s

behalf with respect to matters relating to this Agreement. The Telemundo Services Manager will work with the personnel of Telemundo to periodically address issues and matters raised by the ZGS Parties relating to this Agreement. Notwithstanding the requirements of Section 5.07, all communications from the ZGS Parties to Telemundo pursuant to this Agreement regarding routine matters involving the Services shall be made through the Telemundo Services Manager, or such other individual as specified by the Telemundo Services Manager in writing and delivered to the ZGS Parties by email or facsimile transmission with receipt confirmed. Telemundo shall notify the ZGS Parties of the appointment of a different Telemundo Services Manager, if necessary, in accordance with Section 5.07.

ARTICLE III STANDARD FOR SERVICE

Section 3.01 Standard for Service. Except as otherwise provided in this Agreement or the Purchase Agreement, the ZGS Parties agree to perform the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are not materially less than the nature, quality, standard of care and service levels at which the substantially same services were performed by or on behalf of the ZGS Parties prior to the Closing Date. To facilitate the Services, Telemundo agrees to use the Services for substantially the same purpose and in substantially the same manner as such Services were used by the Stations immediately prior to the date hereof and to use the employees of the Stations knowledgeable regarding the Services in the operation of the Stations to interface with the ZGS Parties consistent with past practices. Telemundo shall indemnify, defend and hold harmless the ZGS Parties for any and all damages, costs, expenses, losses, causes of action, actions, awards or judgments incurred by the ZGS Parties in performing or arising from the Services hereunder ("Damages"), except to the extent such Damages result from the willful breach, gross negligence or willful misconduct of the ZGS Parties.

Section 3.02 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Legal Requirements applicable to its performance under this Agreement.

Section 3.03 Third Party Vendors. Notwithstanding anything in this Agreement to the contrary, the ZGS Parties obligations with respect to providing any Services procured from third party vendors shall be limited to commercially reasonable efforts to maintain such third party contracts, including timely paying all amounts due thereunder, in the ordinary course of business.

ARTICLE IV TERM AND TERMINATION

Section 4.01 Term and Termination. This Agreement shall commence immediately upon the Closing Date and shall terminate upon the earliest to occur of: (i) the final Termination Date for a Service or (ii) the mutual written agreement of the Parties to terminate this Agreement in its entirety.

Section 4.02 Force Majeure. No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided that (i) such

Party (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the ZGS Parties shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the ZGS Parties provide to their Affiliates and its other business components with respect to such Service. The affected Party will promptly notify the other Party upon learning of the occurrence of a Force Majeure.

ARTICLE V GENERAL PROVISIONS

Section 5.01 No Agency. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any Party an agent of another unaffiliated Party in the conduct of such other Party's business.

Section 5.02 Subcontractors. The ZGS Parties may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) the ZGS Parties shall use the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to the ZGS Parties; and (b) the ZGS Parties shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the Services provided to Telemundo.

Section 5.03 Treatment of Confidential Information. The ZGS Parties acknowledge and agree that all confidential information obtained from Telemundo in connection with this Agreement shall be subject to the provisions of Section 7.7 of the Purchase Agreement.

Section 5.04 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS CONTEMPLATED BY THE PURCHASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.04.

Section 5.05 Further Assurances. Each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

Section 5.06 Assignment. Neither Party may assign (directly or indirectly, by operation of law or otherwise) this Agreement, or any right, interest or obligation hereunder, without the prior written consent of the other Party hereto. Any assignment in violation of this Section 5.06 shall be void. Subject to the foregoing, the terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns.

Section 5.07 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery (with written confirmation of receipt) or confirmed email or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as a Party may request by written notice pursuant to this provision):

if to Telemundo, to: 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
E-mail: Valari.Staab@nbcuni.com

if to the ZGS Parties, to: ZGS Communications, Inc.
2000 N. 14th Street
Suite 400
Arlington, VA 22201
Attention: Ronald Gordon
Telephone: (703) 622-6161
E-mail: rgordon@zgsgroup.com

Section 5.08 Amendments and Waivers. 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. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of any other right, power or remedy.

Section 5.09 Entire Agreement. This Agreement (including Schedule A) constitutes 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. No Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

Section 5.10 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. Upon such determination that any provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect original intent

of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 5.11 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any Person other than the Parties hereto and their successors and permitted assigns. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any of the ZGS Parties, Telemundo or any of their respective Affiliates shall have any liability (whether in law or in equity or in contract or in tort) for any obligations or liabilities of the ZGS Parties or Telemundo arising under, in connection with or related to this Agreement.

Section 5.12 Governing Law; Submission to Jurisdiction; Waivers.

(a) This Agreement shall be governed by and construed in accordance with the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.

(b) Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in the United States District Court for the District of Delaware or any other Delaware state court sitting in New Castle County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party in the manner provided in Section 5.07 shall be deemed effective service of process on such party.

Section 5.13 Dispute Resolution. Any disputes or controversies arising out of this Agreement or the Services to be provided hereunder shall be handled in accordance with the applicable provisions of the Purchase Agreement.

Section 5.14 Neutral Construction. This Agreement shall be deemed to have been jointly and equally drafted by the ZGS Parties and Telemundo, and the provisions hereof should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision.

Section 5.15 Counterparts. 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.

Section 5.16 Interpretation. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply (i) Schedule A to this Agreement is hereby incorporated and made a part hereof and is an integral part of this Agreement, as if set forth in full herein. Any capitalized terms used in Schedule A but not otherwise defined therein

shall be defined as set forth in this Agreement; (ii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa; and (iii) the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TELEMUNDO: TELEMUNDO OF TEXAS LLC

By: _____
Name:
Title:

TELEMUNDO OF FLORIDA LLC

By: _____
Name:
Title:

TELEMUNDO OF NEW ENGLAND LLC

By: _____
Name:
Title:

TELEMUNDO OF MID-ATLANTIC LLC

By: _____
Name:
Title:

ZGS PARTIES: ZGS COMMUNICATIONS, INC.

By: _____
Name:
Title:

ZGS EL PASO TELEVISION, L.P.

By: _____
Name:
Title:

ZGS TELEVISION OF TAMPA, INC.

By: _____
Name:
Title:

ZGS FORT MYERS-NAPLES, INC.

By: _____
Name:
Title:

ZGS BROADCASTING OF ORLANDO, INC.

By: _____
Name:
Title:

ZGS HARTFORD, INC.

By: _____
Name:
Title:

ONDA CAPITAL, INC.

By: _____
Name:
Title:

Schedule A
Services

Service	Termination Date	Fee
<p><u>Payroll and Employee Benefits Services.</u> The ZGS Parties shall provide payroll services for all Transferred Employees at the Stations. While on the ZGS Parties' payroll, the Transferred Employees at the Stations shall remain on the ZGS Parties' health plan, subject to plan requirements. The services of [redacted] shall be included in such Services.</p>	<p>90 days after Closing Date</p>	<p>[redacted]</p>
<p><u>Access to Financial/Accounting Systems and Controller Services.</u> The ZGS Parties shall provide Telemundo with the services of [redacted] and access to the financial and accounting systems used by the ZGS Parties to assist with the transition to Telemundo's financial and accounting systems.</p>	<p>5 months after Closing Date</p>	<p><u>Months 1-3:</u> [redacted] <u>Months 4-5:</u> [redacted]</p>

Service	Termination Date	Fee
<u>Traffic Software Services.</u> The ZGS Parties shall provide the access to the Marketron advertising traffic system.	120 days after Closing Date	[redacted]
<u>Other Software Services.</u> The ZGS Parties shall provide access to the Imagine software historically used by the Stations.	120 days after Closing Date	[redacted]