

**THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT** (this “**Agreement**”) is dated as of December 1, 2017, by and between Telemundo Owned Television Stations, a division of NBCUniversal Media, LLC, a Delaware limited liability company (“**Programmer**”), and ZGS Hartford, Inc., a Delaware corporation (“**ZGS Hartford/Springfield**”), Onda Capital, Inc., a Delaware corporation (“**ZGS D.C./Richmond**”), and ZGS Providence, Inc., a Delaware corporation (“**ZGS Providence**” and together with ZGS Hartford/Springfield and ZGS D.C./Richmond, the “**Licensee**”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**Recitals**

**WHEREAS**, Licensee owns and operates the following television stations pursuant to authorizations issued by the FCC: WZDC-CD, a digital Class A television station located in Washington, D.C. (“**D.C. Station**”); WRDM-CD, a digital Class A television station located in Hartford, CT (“**Hartford Station**”); WRIW-CD, a digital Class A television station located in Providence, RI (“**Providence Station**”); WDMR-LD, a digital low power television station licensed to Springfield, MA (“**Springfield Station**”); and WZTD-LD, a digital low power television station licensed to Richmond, VA (the “**Richmond Station**” and together with the D.C. Station, the Hartford Station, the Providence Station and the Springfield Station, the “**LMA Stations**” and each an “**LMA Station**”);

**WHEREAS**, Licensee and certain of its Affiliates, on the one hand, and Affiliates of Programmer, on the other hand, have entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, for the sale of certain assets, including assets relating to the LMA Stations; and

**WHEREAS**, Licensee desires to obtain programming for the LMA Stations, and Programmer desires to provide programming for broadcast on the LMA Stations, 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 later to occur of (i) any applicable waiting period under the HSR Act relating to the Purchase Agreement having expired or been terminated and (ii) January 1, 2018 (the “**LMA Commencement Date**”), and the Term will continue until (a) in the case of the D.C. Station, the Hartford Station and the Providence Station, the applicable Subsequent Channel Share Closing Date for such LMA Station, and (b) in the case of the Springfield Station and the Richmond Station, the Closing Date, unless, in the case of any LMA Station, earlier terminated or extended in accordance with the terms of this Agreement.

2. **Programming.** During the Term, Programmer shall acquire from Licensee airtime on the LMA Stations (including the primary and all secondary program streams and ancillary uses) on the terms specified below, and shall transmit to Licensee programming that it produces or owns (the “**Programs**”) for broadcast on the LMA Stations twenty-four (24) hours per day, seven (7) days per week excluding at Licensee’s option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the “**Broadcasting Period**”). Programmer will transmit its Programs in HD to the LMA Stations as set forth on *Schedule 2* in a manner that ensures that the Programs meet commercially reasonable technical and quality standards. Programmer shall also be responsible for the websites for the D.C. Station, the Hartford Station and the Providence Station, except if such website is an Excluded Asset. Notwithstanding anything herein to the contrary, the LMA Stations shall continue to broadcast, and the Programs shall include, any programming required to be aired under the terms of the Assumed Contracts listed on *Schedule 2* hereto. Programmer shall, on behalf of Licensee, pay and perform all such Assumed Contracts with respect to the D.C. Station and the Hartford Station listed on *Schedule 2* hereto during the Term. On the LMA Commencement Date, Parent, ZGS Hartford/Springfield, ZGS D.C./Richmond and ZGS Providence shall execute and deliver to Programmer, and Programmer shall cause Telemundo Network Group, LLC to execute and deliver to Licensee, a Termination of Affiliation Agreement with respect to the LMA Stations in the form of Exhibit E attached to the Purchase Agreement.

3. **Broadcasting.** Licensee shall broadcast the Programs, subject to the provisions of Section 6 below.

4. **Revenue; Collection of Accounts Receivable.**

(a) During the Term, Programmer shall be entitled to all revenues arising in connection with the broadcast of the Programs on the LMA Stations and shall be responsible for the collection of all accounts receivable for the LMA Stations.

(b) The Licensee shall be entitled to retain the benefit of all accounts receivable for the LMA Stations related to any period prior to the LMA Commencement Date (the “**Licensee A/R**”). On the LMA Commencement Date, Licensee shall designate Programmer as its agent solely for the purpose of collecting such Licensee A/R after the LMA Commencement Date. On or immediately after the LMA Commencement Date, Licensee shall deliver to Programmer a statement of all outstanding Licensee A/R. Programmer shall use commercially reasonable efforts to collect the Licensee A/R during the Term consistent with Programmer’s practices for collection of its accounts receivable. Any payment received by Programmer during the Term from a customer after the LMA Commencement Date that was also a customer prior to the LMA Commencement Date and that is obligated with respect to any Licensee A/R shall be applied as follows: first, to the applicable accounts receivable that is specified by the customer on the payment; provided, that if a customer does not specify the applicable accounts receivable for such payment, Programmer may elect in its sole discretion to contact such customer in order to determine whether such payment relates to any Licensee A/R and may retain any such payment until it has determined whether such payment relates to any Licensee A/R, and next, to the accounts receivable for such customer outstanding for the longest amount of time. If such accounts receivable shall be a Licensee A/R, the payment shall be remitted to Licensee. No later than thirty (30) days after the end of January 2018 and each

subsequent month thereafter during the Term, Programmer shall (without offset other than any commissions owed to Transferred Employees relating to such Licensee A/R) deposit into an account identified by Licensee the amounts collected by Programmer with respect to the Licensee A/R for such month, plus accrued interest, in immediately available funds by wire transfer. The amounts collected by Programmer shall bear interest at the annual Prime Rate from the first day of the month following the month in which the collections were received by Programmer until the date of payment to Licensee. Programmer shall furnish Licensee with a list of the amounts collected with respect to the Licensee A/R (which list shall be sent concurrently with each such payment). Licensee shall be entitled during the Term and the 60-day period following the Term to inspect and/or audit the records maintained by the Programmer, upon reasonable advance notice and during normal business hours.

(c) Under the Purchase Agreement, the Licensee A/R and other Current Assets of the LMA Stations, as well as the Assumed Purchase Price Liabilities of the LMA Stations, will transfer to an affiliate of Programmer at the Closing or applicable Subsequent Channel Share Closing. To assist with the calculation of such amounts and the preparation of the applicable Sellers' Adjustment Certificates and Buyers' Adjustment Certificates, the amount of the LMA Net Current Assets or LMA Net Liabilities shall be estimated in good faith by Licensee (after consultation with Programmer) in connection with the commencement of the LMA. At least five Business Days prior to the LMA Commencement Date, Licensee shall deliver to Programmer a certificate executed by a duly authorized representative of Licensee (the "**LMA Initial Adjustment Certificate**") setting forth such estimate as of the LMA Commencement Date (including an estimate of the LMA Net Current Assets and LMA Net Liabilities, as applicable), and indicating in detail the basis for its estimate. The LMA Initial Adjustment Certificate shall be accompanied by appropriate documentation supporting the estimates contained therein. The applicable Sellers' Adjustment Certificate shall include the amounts set forth on the LMA Initial Adjustment Certificate, with a credit equal to the amount of collected Licensee A/R that has been remitted to Licensee by Programmer pursuant to Section 4(b) and other amounts received by Licensee and a debit equal to the amount of payables and other amounts paid by Licensee since the LMA Commencement Date. Licensee and Programmer shall cooperate to provide each other with information relating to such adjustments during the Term.

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 compensate Licensee as set forth on *Schedule A* attached hereto.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Programmer acknowledges and agrees that Licensee shall have full authority and control over the operation of the LMA Stations and over all persons working at the LMA Stations during the Term. Licensee shall have the absolute right to take any actions necessary ensure the LMA Stations' 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 have the absolute right to: (1) employ managers for the LMA Stations, who will report to Licensee and will direct the day-to-day operations of the LMA Stations, 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 LMA Stations.

(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 an LMA Station's 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 the FCC's rules.

7. **Programming Licenses.** During the Term, Programmer will obtain and maintain any necessary programming licenses with respect to the Programs, including music licenses. Programmer shall not broadcast any material on the LMA Stations in violation of the Copyright Act or the rights of any Person.

8. **Programs.**

(a) Programmer shall ensure that the contents of the Programs conform to all laws and all FCC Rules, regulations and policies in all material respects. The Programs shall also meet all customary industry standards for technical broadcast quality. Programmer, on behalf of Licensee, shall furnish or insert within the Programs all LMA Station identification announcements, all viewer notification announcements, children's core programming, locally produced programming and the programming designed to address the concerns, needs and interests of each LMA Station's viewers required by the FCC Rules. Programmer shall, upon request by Licensee, provide (i) information about the Programs so as to assist Licensee in the preparation of any required reports and (ii) other information to enable Licensee to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Licensee acknowledges that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee, with the full assistance and cooperation of Programmer, the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Licensee to ensure that the each LMA Station complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC Rules and federal election laws including uploading political file materials to the LMA Stations' online public inspection files. During the Term, ZGS Providence shall transmit a minimum of

three (3) hours per week of locally produced programming for broadcast on the Providence Station, provided that Programmer provides source material for such programming as reasonably requested by ZGS Providence.

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. Subject to Schedule A, Licensee will pay for its employees responsible for the LMA Stations, lease costs for transmitter facilities, and other operating costs required to be paid to maintain each LMA Station's broadcast operations in accordance with FCC Rules and applicable law, and all utilities supplied for use in the operation of the LMA Stations.

10. **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the LMA Stations or any other call letters which may be assigned by the FCC for use by the LMA Stations. 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 FCC Rules.

11. **Maintenance.** During the Term, except for the Specified Exceptions, Licensee shall use commercially reasonable efforts to maintain the operating power of each LMA Station at the maximum level authorized by the FCC for the LMA Station and shall repair and maintain each LMA Station's transmitter site and equipment. During the Term, Programmer and Licensee shall promptly report any maintenance or damage issues that come to its attention to the other party. If any LMA Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the LMA Station to operate, Licensee shall undertake such repairs as are necessary to restore full-time operation of the LMA Station. Any failure or impairment of facilities, any delay or interruption in delivering or broadcasting the Programs, or any failure at any time to furnish the facilities, in whole or in part, for broadcasting, due to acts of God, strikes or threats thereof, war, acts of terrorism, civil disturbance, force majeure, or any other causes beyond the reasonable control of Licensee or Programmer shall not constitute a breach of this Agreement, and neither Licensee nor Programmer, as the case may be, will be liable to the other party under this Agreement therefor.

12. **Facilities.** During the Term, Licensee shall provide Programmer with access to and the use of the LMA Stations' studios, transmission facilities and equipment, if necessary, for performing this Agreement. Licensee shall relay the applicable Programs from the Hartford Station to the Springfield Station. Programmer shall not allow any other persons other than its employees, advisors, consultants, representatives or other guests to enter the LMA Stations' studios and transmission facilities without the express prior permission of Licensee. Programmer agrees to take reasonable care of the LMA Stations' studios, transmission facilities and equipment, subject to ordinary wear and tear, and to comply with any rules and regulations enacted by any applicable landlord or lessor. Programmer shall indemnify and hold harmless Licensee and its Affiliates from any and all claims for damages for injuries to or death of persons and for damages to property to the extent arising out of the use and/or occupancy of the LMA Stations' studios and transmission facilities by Programmer or its Affiliates, employees and agents during the Term. Programmer and Licensee shall make their respective employees and

consultants available to provide reasonable assistance in connection with the performance of their respective obligations under the Agreement.

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.** This Agreement shall terminate automatically as to each LMA Station upon the Closing or applicable Subsequent Channel Share Closing, as applicable, for such LMA Station under the Purchase Agreement or in the event such LMA Station is required by the FCC to discontinue operations. 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. In addition, this Agreement shall terminate automatically on the date that is two (2) months after the termination of the Purchase Agreement.

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 in accordance with the terms hereof; (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 15(c), 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 Programs or any content provided by Programmer, whether broadcast on a LMA Station, posted on a LMA Station website or otherwise distributed by a LMA 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. Licensee shall indemnify and hold Programmer harmless against any and all Losses arising from (i) the broadcast of any Licensee programming on the LMA Stations, 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. The obligations under this LMA Section shall survive any termination of this Agreement. The procedural provisions for indemnification under Section 11.3 of 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 Affiliate. 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 FCC Rules and all other applicable laws.

19. **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 Programmer: 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

if to Programmer  
and related to  
Schedule A: NBCUniversal Owned Television Stations, a division of  
NBCUniversal Media, LLC  
NBC6/T51  
2<sup>nd</sup> Floor Telemundo  
15000 SW 27<sup>th</sup> Street  
Miramar, FL 33027  
Attention: CFO, Telemundo Station Group  
Telephone: (954) 622-7612  
Email: Amanda.Calpin@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 Licensee: ZGS Communications, Inc.  
2000 N. 17<sup>th</sup> Street  
Suite 400  
Arlington, VA 22201  
Attention: Ronald Gordon  
Email: rgordon@zgsgroup.com  
Telephone: (703) 622-6161

with a copy to: ZGS Communications, Inc.  
9025 SW 68<sup>th</sup> Ave.  
Pinecrest, FL 33156  
Attention: Peter Housman  
Email: housmanp@bellsouth.net  
Telephone: (305) 665-9260

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.



Email: ekim@lermansenter.com  
Telephone: (202) 416-6772

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or other communications shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

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 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.

21. **Required FCC Certifications**. Licensee certifies that it maintains ultimate control over the LMA Stations' facilities including, specifically, control over the LMA Stations' finances, personnel and programming. Programmer certifies (a) that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b), (c) and (d); and (b) in accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer shall not discriminate in any contract for advertising on the Stations on the basis of race or ethnicity, and all such contracts shall be evaluated, negotiated and completed without regard to race or ethnicity. Programmer shall include a clause to such effect in all contracts for advertising on the LMA Stations, and if requested shall provide written confirmation of compliance with such requirement.

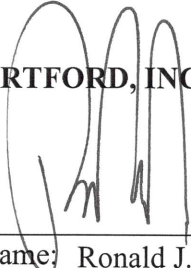
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

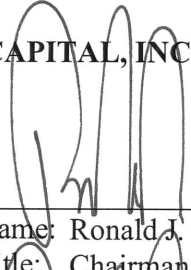
**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first set forth above.

**LICENSEE:**

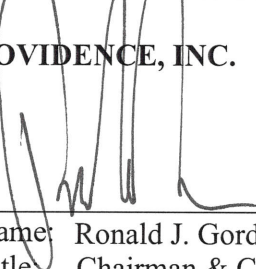
**ZGS HARTFORD, INC.**

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

**ONDA CAPITAL, INC.**

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

**ZGS PROVIDENCE, INC.**

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

**PROGRAMMER:**

**TELEMUNDO OWNED TELEVISION  
STATIONS, A DIVISION OF  
NBCUNIVERSAL MEDIA, 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 HARTFORD, INC.**

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

Name:

Title:

**ONDA CAPITAL, INC.**

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

Name:

Title:

**ZGS PROVIDENCE, INC.**

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

Name:

Title:

**PROGRAMMER:**

**TELEMUNDO OWNED TELEVISION  
STATIONS, A DIVISION OF  
NBCUNIVERSAL MEDIA, LLC**

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

Name:

Title:

**Robert Entoff**  
**Executive Vice President**  
**Global Corporate Development**  
**and Strategy**

## **SCHEDULE 2 TO LMA**

### **Locations for Licensee's Receipt of the Programs**

WZDC, DC  
2775 S. Quincy Street, Suite 100  
Arlington, VA 22206  
T (703) 820-8333

WZTD, Richmond  
23 Sesame Street  
Richmond, Virginia 23235  
T (804) 330-3155

WRIW, Providence  
23 Kenney Drive  
Cranston, RI 02920  
T (401) 463-5575

WRDM, Hartford/Springfield  
886 Maple Avenue  
Hartford, CT 06114  
T (860) 956-1303

### **Assumed Contracts To Be Performed During LMA**

All Contracts for (a) the sale of advertising on the D.C. Station and the Hartford Station and on the D.C. Station's and Hartford Station's digital properties and (b) paid programming.

All Contracts for trade, barter or similar arrangements on the D.C. Station and the Hartford Station.

## **SCHEDULE A TO LMA**

Programmer shall reimburse Licensee for the operating expenses of the LMA Stations incurred by Licensee in the ordinary course of business during the Term, including without limitation (a) all lease costs for rent and other monthly fees and compliance with duties and conditions upon Licensee associated with the LMA Stations' transmitter sites and studios, (b) all costs for utilities supplied to the LMA Stations' transmitter sites and studios, (c) all costs of engineering support for the LMA Stations, (d) all maintenance and repair costs for the LMA Stations' transmission facilities, studios and equipment, (e) the costs of the two mutually agreed upon employees for each of the D.C. Station, Hartford Station and Providence Station and the costs of Licensee's three employees for the Richmond Station; and (f) other operating costs, including costs associated with transmitting the Stations' signals to MVPDs and transmitting the applicable Programs from the Hartford Station to the Springfield Station, costs required to be paid by Licensee to maintain the LMA Stations' broadcast operations in accordance with FCC Rules and policies and applicable law, including taxes and FCC regulatory fees and costs associated with the production of the locally produced programs for the Providence Station. Each such reimbursement shall be due within ten (10) days following receipt of an invoice delivered to Programmer pursuant to Section 19 of this Agreement, and any remaining reimbursement amounts shall be paid in full at the date of termination of this Agreement. If Programmer fails to timely pay any amount within five days of the due date, such amount shall bear interest at the annual Prime Rate until the date of actual payment.