

March 31, 2009

ZGS Boston, Inc.
2000 N. 14th Street, Suite 400
Arlington, VA 22201

Attention: Ron Gordon

Ladies and Gentleman:

This Agreement (this "Amendment") sets forth our agreement to amend certain terms of the Amended and Restated Joint Sales and Time Brokerage Agreement (the "TBA") by and among Telemundo of New England, Inc. (f/k/a/ NBC Subsidiary (NH), INC.) ("TNE"), NBC Telemundo License Company ("Licensee") (TNE and Licensee are referred to collectively herein as "Telemundo") and ZGS Boston, Inc. ("ZGS") and the Affiliation Agreement dated April 25, 2005 (the "WTMU Agreement") by and between Telemundo Network Group, LLC and ZGS

1. Term. Section 3 of the TBA is hereby modified to provide that the term of the Agreement shall end on March 31, 2014.
2. Expense Reduction. Telemundo and ZGS will jointly take commercially reasonable efforts to indentify and implement cost reductions with respect to WNEU.
3. Affiliate Compensation: Section 1(a) of Exhibit A of the WTMU Agreement is hereby modified to provide that beginning January 1, 2010 affiliate compensation payable to ZGS will be paid at an annual rate of [REDACTED] assuming that the TBA is in full force and ZGS is not in material default of its obligations under the TBA.
4. Revenue Share. Attachment I of the Agreement is replaced in its entirety by the amended Attachment I attached hereto.
5. Use of Digital Spectrum. Telemundo Communications Group, Inc or its controlled affiliates ("TCG") may employ digital spectrum not used to broadcast the Telemundo Network programming or ZGS Programming for WNEU (the "Digital Multicast Programming") in a manner that is consistent with the use of digital spectrum in other markets where TCG owns or operates broadcast stations. TCG and ZGS shall share net revenue after reasonable direct expenses from any such use on a 50-50 basis. The parties agree that at all times local sales for the Digital Multicast Programming

shall be in the responsibility of ZGS, to the extent that local advertising avails exist within the Digital Multicast Programming.

6. Counterparts. This Amendment may be executed in two or more partially or fully executed counterparts each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same instrument.
7. Addition to Section 8.2: The following provision is added at the end of the last sentence of Section 8.2 of the TBA:

; provided, however, that in the event of an affiliation or agreement between WNEU and NBC network to air NBC programming on WNEU, Telemundo will be permitted to terminate this Agreement with less than one hundred eighty days written notice but no less than 60 days prior written notice, provided that (i) Telemundo pays ZGS a lump sum payment of [REDACTED] on the termination date, (ii) ZGS will be provided with a digital multicast channel on WNEU to air Telemundo programming (the "Telemundo Digital Multicast Affiliation") at no annual fee for the first year of the Telemundo Digital Multicast Affiliation and, if applicable, at an annual rate of [REDACTED] for the second and third years and increasing to an annual rate of [REDACTED] for any remaining years payable by ZGS to WNEU, ("Digital Multicast Fee"); (iii) the Telemundo will ensure that the Telemundo Digital Multicast Affiliation will provide ZGS with cable carriage on the digital broadcast basic tier of the Comcast systems in the Boston DMA; (iv) the Telemundo Digital Multicast Affiliation has a term that starts on the termination date of this Agreement and ends on March 31, 2014; (v) the Telemundo Digital Multicast Affiliation shall be documented in mutually agreed definitive documentation which will include the terms of this Section 8.2 and such other commercially reasonable mutually agreed terms; and (vi) Telemundo and its affiliates will make commercially reasonable efforts to assist ZGS in securing cable carriage on other systems in the DMA for the Telemundo Digital Multicast Affiliation.

8. No other Amendments. The TBA and the WTMU Agreement remain otherwise without change.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

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NBC Telemundo License Company

ZGS Boston, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telemundo of New England, Inc.

Telemundo Communications Group, Inc

By: Ann Gauke

By: _____

Name: Ann Gauke

Name: _____

Title: Sr. VP Affiliate Relations

Title: _____

NBC Telemundo License Company

By: _____

Name: _____

Title: _____

Telemundo of New England, Inc.

By: _____

Name: _____

Title: _____

ZGS Boston, Inc.

By: _____

Name: Ronita Gordon

Title: Partner

Telemundo Communications Group, Inc

By: _____

Name: _____

Title: _____

NBC Telemundo License Company

ZGS Boston, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telemundo of New England, Inc.

Telemundo Communications Group, Inc

By: _____

By: 

Name: _____

Name: DONALD V. BRANT

Title: _____

Title: PRESIDENT

ATTACHMENT I

SPLIT OF STATION REVENUES

For each year of the Initial Term, ZGS shall retain 100 percent (100%) of the Net Revenues up to a maximum of \$ [REDACTED] (the "ZGS Share") and (b) any Net Revenues for such year in excess of the ZGS Share shall be split by the parties in accordance with the following schedule.

Net Revenues	Revenue Share Percentage
[REDACTED]	[REDACTED] to Telemundo, [REDACTED] to ZGS

For example, if Net Revenues in a year equal [REDACTED], Telemundo will receive [REDACTED].

If the Telemundo Parties have not received payments in the aggregate of [REDACTED] as the result of the Split in Station Revenues by the end of the Term, ZGS shall pay the Telemundo Parties the difference between [REDACTED] and the actual amount that the Telemundo Parties have received as the result of the Split in Station Revenues. If the agreement is terminated prior to March 31, 2014, the [REDACTED] minimum will be reduced in proportion to the amount of time which has elapsed. For example, if terminated only [REDACTED].