

**FIRST AMENDMENT OF LOCAL PROGRAMMING AND MARKETING
AGREEMENT**

This First Amendment of Local Programming and Marketing Agreement (this "Amendment") is made as of June 15, 2020 (the "Amendment Effective Date"), by and between Telemundo of Florida LLC ("Telemundo Florida"), NBC Telemundo License LLC ("Telemundo License" and collectively with Telemundo Florida, "Programmer") and Pacific and Southern, LLC ("Licensee")

WHEREAS, Programmer and Licensee are parties to that certain Local Programming and Marketing Agreement dated as of March 11, 2020 (the "Agreement");

WHEREAS, the parties have agreed to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Term**. Section 1 of the Agreement is hereby amended to reflect that the Commencement Date shall be June 15, 2020, and the Term shall end on June 30, 2023.

2. **Payment**. The Monthly Fee for June 2020 shall be prorated such that Programmer shall pay to Licensee the portion of the Monthly Fee that reflects the number of days the Agreement is in effect during such month.


3. **Miscellaneous**. Capitalized terms not defined in this Amendment shall have meaning ascribed to such terms in the Agreement. Unless otherwise specified in this Amendment, all other terms and conditions contained within the Agreement shall remain unchanged and continue in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment shall govern and control. This Amendment shall be governed by and interpreted in accordance with the laws of the State of New York without regard to its choice of law principles. This Amendment may be executed by each of the parties in separate counterparts, each of which shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. Any signature delivered by facsimile or electronic mail in "portable document format" (".pdf") will be deemed an original signature for all purposes and will be binding on the signing party.

[SIGNATURE PAGE TO FOLLOW.]


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

LICENSEE:

TELEMUNDO OF FLORIDA LLC

By: 
Name: Joaquim Ribeiro Neto
Title: General Manager

NBC TELEMUNDO LICENSE LLC

By: 
Name: Manuel Martinez
Title: President TSG

PROGRAMMER:

PACIFIC AND SOUTHERN, LLC

By: Kari P. Jacobs
Name: Kari P. Jacobs
Title: Jacobs
Digitally signed by Kari P. Jacobs
Date: 2020.06.23 11:39:38 -04'00'