AMENDMENT TO CHANNEL SHARING AND FACILITIES AGREEMENT

This Amendment to Channel Sharing and Facilities Agreement is made as of November 13, 2017, by and between WPHL, LLC ("**Sharer**") and Univision Philadelphia, LLC ("**Sharee**").

WHEREAS, Sharer and Sharee entered into that certain Channel Sharing and Facilities Agreement ("**CSA**") dated January 8, 2016;

WHEREAS, Sharer and Sharee wish to modify certain provisions of the CSA;

NOW, THEREFORE, in consideration of ONE DOLLAR and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sharer and Sharee hereby amend the CSA as follows:

1. Section 5.1(d) shall be deleted in its entirety and the following provision shall be inserted in place thereof:

> (d) FCC Conditions. If the FCC imposes a condition on the approval of this Agreement or modifies its rules or policies relating to channel sharing agreements which (x) has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement, or (y) that cancels, changes or supersedes any material term or provision of this Agreement (collectively "**Regulatory Condition**"), then the parties shall negotiate in good faith to modify this Agreement in a manner consistent with the form, intent, and purpose of this Agreement and as may be necessary to comply with such Regulatory Condition, while maintaining to the greatest extent possible the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition. Should the parties not be able to agree on modifications necessary to comply with such Regulatory Condition:
>
> > (i) Where the Regulatory Condition has the effect of materially increasing the cost of performance by a party of its obligations under this Agreement:
> >
> > > (A) Such additional cost of performance shall be shared equally by the parties, unless either or both parties provide notice in writing of its intent not to share such cost (the "**No Cost Sharing Notice**"). The party whose costs are materially increased shall promptly determine the amount of any additional costs, and upon such determination, promptly provide notice (the "**Increased Costs Notice**") to the other party of the total additional costs to be shared by the parties under this Section 5.1(d)(i). Each party shall have thirty (30) days from the

date of the Increased Costs Notice to provide its No Cost Sharing Notice to the other party.

(B) In the event that only one party sends a No Cost Sharing Notice, such party shall be required to surrender its right to the Shared Channel and the Agreement shall be terminated pursuant to the wind-down procedures set forth in Section 5.1(e). The foregoing shall apply even if the party surrendering its rights is the Sharer on the Shared Channel, and that party shall cooperate in assignment of the Transmission Facilities Lease to the party remaining on the Shared Channel, if necessary. The parties agree to negotiate an equitable dissolution of this Agreement, taking into account the payment of Auction Proceeds by Sharee to Sharer for perpetual use of the Shared Channel, and if necessary, designating payment of an equitable portion of the Auction Proceeds from the party remaining on the Shared Channel (the "**Continuing Party**") to the party surrendering its rights to the Shared Channel (the "**Departing Party**").

(C) If both parties send the other party a No Cost Sharing Notice, the matter shall be submitted to binding arbitration pursuant to Section 6.3 or 6.4, to determine either (1) the modification necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible, the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition or (2) an equitable dissolution of this Agreement, including a determination of the Continuing Party and the Departing Party, taking into account the payment of Auction Proceeds by Sharee to Sharer for perpetual use of the Shared Channel, and if necessary, designating payment of an equitable portion of the Auction Proceeds from the Continuing Party to the Departing Party.

(ii) Where the Regulatory Condition cancels, changes or supersedes any material term or provision of this Agreement:

(A) Either party may submit the matter to binding arbitration pursuant to Section 6.3 or 6.4 to determine the modification necessary to comply with the Regulatory Condition and to maintain, to the greatest extent possible, the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition.

(B) If the arbitrator decides no modification is possible to satisfy the Regulatory Condition and maintain the benefit of the bargain of this Agreement prior to the imposition of such Regulatory Condition, the parties will negotiate in good faith an equitable dissolution and determine the Continuing Party and the Departing Party, taking into account that each party has an equal right to use the Shared Channel and Capacity Allocation.

(C) If, after 180 days, the parties are unable to agree on which party shall be the Continuing Party, the issue will be submitted to the same arbitrator, who will determine an equitable dissolution of this Agreement and determine which party shall be the Continuing Party and which shall be the Departing Party, taking into account the payment of Auction Proceeds by Sharee to Sharer for perpetual use of the Shared Channel, and if necessary designating payment of an equitable portion of the Auction Proceeds from Continuing Party to the Departing Party.

(D) Once it has been determined which party will be the Departing Party, either by mutual agreement or arbitration, the parties will have an additional 180 days to wind down shared operations, pursuant to the procedures set forth in Section 5.1(e).

(iii) This provision is not meant to alter the provisions of Section 2.4 (New Transmission Technologies) or any other express provision of the Agreement.

Except as specifically amended hereby, all terms and conditions of the CSA shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER: WPHL, LLC

By:_____
Name: Edward P. Lazarus
Title: Secretary

SHAREE: UNIVISION PHILADELPHIA, LLC

By:_____
Name: John Eck
Title: Chief Local Media Officer

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER: WPHL, LLC

By:_____
Name: Edward P. Lazarus
Title: Secretary

SHAREE: UNIVISION PHILADELPHIA, LLC

By:_____
Name: John Eck
Title: Chief Local Media Officer