

FIRST AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO SHARE PURCHASE AGREEMENT (this “Amendment”) is made as of August 15, 2023, by and between HMTV DTC, LLC, a Delaware limited liability company (the “Buyer”), and Univision Puerto Rico Station Operating Company, a Delaware corporation (the “Seller”). Capitalized terms used but not defined herein shall have their respective meanings as set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Buyer and the Seller are parties to a Share Purchase Agreement, dated as of May 9, 2022, by and among the Buyer, Univision of Puerto Rico, Inc., a Delaware corporation, the Seller and, solely for purposes of Section 11.14 thereof, TelevisaUnivision, Inc., a Delaware corporation (the “Purchase Agreement”); and

WHEREAS, pursuant to Section 11.2 of the Purchase Agreement, no provision of the Purchase Agreement may be amended or waived except by an instrument in writing signed on behalf of the Buyer and the Seller, and consented to by Parent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment to the Purchase Agreement. The Purchase Agreement is hereby amended as follows:

(a) The reference to “Programming Agreement” in the Table of Contents of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“[Reserved.]”

(b) The reference to “Exhibit I Programming Agreement Term Sheet” in the list of Exhibits to the Purchase Agreement is hereby deleted in its entirety.

(c) The definition of “Programming Agreement” in Section 1.1 of the Purchase Agreement is hereby deleted in its entirety.

(d) The definition of “Transaction Documents” in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

““Transaction Documents” means this Agreement and the Transition Services Agreement.”

(e) The first proviso in subsection (a) of Section 7.2 of the Purchase Agreement is amended and restated in its entirety to read as follows:

“provided, that, with respect to the Buyer or the Seller, the Restricted Period shall be tolled during (and shall be deemed automatically extended by) any period in which such Party is in violation of any of the provisions of this

Section 7.2(a), the Seller shall not, directly or indirectly (whether by itself, through an Affiliate, in partnership or conjunction with, or as a manager, member, owner, consultant and/or agent of, any other Person):”

(f) Section 7.14 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

“Section 7.14 [Reserved].”

(g) The reference to “Section 7.14,” in Section 11.6 of the Purchase Agreement is hereby deleted in its entirety.

(h) Step 4.2 of the Pre-Closing Restructuring Steps on page 5 of Exhibit H to the Purchase Agreement is hereby deleted in its entirety.

(i) The reference to “Programming Agreement” on page 6 of Exhibit H to the Purchase Agreement is hereby deleted in its entirety.

(j) Exhibit I to the Purchase Agreement (which was inadvertently labeled as Exhibit H) is hereby deleted in its entirety.

2. General Provisions. Article XI (Miscellaneous) of the Purchase Agreement is incorporated herein by reference and shall apply to this Amendment *mutatis mutandis*.

3. Force and Effect of Unmodified Provisions. Except as expressly amended by this Amendment, the terms and provisions of the Purchase Agreement will remain unchanged and the Purchase Agreement will continue in full force and effect.

4. References. On and after the date of this Amendment, each reference in the Purchase Agreement to “the Agreement,” “this Agreement,” “hereunder,” “herein” and “hereof” or words of like import shall refer to the Purchase Agreement as amended by this Amendment; provided that references to “the date of this Agreement,” “the date hereof,” and other similar references in the Purchase Agreement shall continue to refer to the date of the Purchase Agreement and not to the date of this Amendment.

[Remainder of Page Intentionally Left Blank]

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

SELLER

UNIVISION PUERTO RICO STATION OPERATING
COMPANY

By:  _____
Name:
Title:

BUYER

HMTV DTC, LLC

By: 
Name: Alan J. Sokol
Title: President

Acknowledged, agreed and consented to as of the date first written above for purposes of the last sentence of Section 11.2 of the Purchase Agreement:

HWK PARENT, LLC

By: Gato Investments LP
Its: Managing Member

By: Gemini Latin Holdings, LLC
Its: General Partner

By: _____
Name: Peter Kern
Title: Managing Member

BUYER

HMTV DTC, LLC

By: _____
Name: Alan J. Sokol
Title: President

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By:  _____
Name: Peter Kern
Title: Managing Member