23 of February of 2018

Gentlemen

**Televisión Satelital Codificada S.A.** San Juan 1130/32

Independent city of Present Buenos Aires

Of our greater consideration:

We have the affability to direct us to You in relation to the judgment that, at the moment, is in proceeding before the Commercial Justice of the Federal Capital of the Argentine Republic, entitled “Televisión Satelital Codificada S.A. c Association of Argentine Soccer and another Ordinary s” (21315/201 File U) - and incidents tie (including but not limited the benefit to litigate without expenses promoted by Televisión Satelital Codificada S.A. (“TSC”), entitled “Televisión Satelital Codificada S.A. c Association of Argentine Soccer s Benefit To litigate without Expenses” (File 11120/2010) -, in which TSC as part takes part prosecution and the Association of Argentine Soccer (“AFA”) and the National State as demanded parts (the “Judgment”) and in relation to the negotiations maintained between Turner Broadcasting System Latin America, lnc. (“TURNER”) and TSC by virtue of the exigency imposed by the AFA with respect to which no subcontracted third party and/or any of their organizations affiliates can maintain judicial debts and/or reclamations, or will be as demanded part or divides prosecution, against AFA and/or Professional Superliga of Argentino Asociación Civil Soccer (“Superliga”) at the time of their hiring.

Every time, dated 16 of March of 2017, TSC signed a writing of dropping of the claim of the Judgment and it deposited it before the Clerk María José Leoni Peña (MAT. 3811), with the instruction that the same is given to AFA once signed the contract of cession of the audio-visual rights between the AFA, Superliga, TURNER and FSLA Holding companies LLC (“FOX”) by virtue of which first yield, with exclusive character to TURNER and FOX, the audio-visual rights of all the soccers match corresponding to the championship of first division organized by the AFA and Superliga for seasons 2017/18 to, deferrable to discretion of 2021/22 TURNER and FOX to seasons 2022/23 to 2026/27, for the territory of the Argentine Republic (the “Contract with AFA”), and being that, dated 4 of April of 2017 this Contract with AFA indeed has been celebrated in the raised terms precedingly, is that, by means of present, TURNER it is irrevocably commited to pay and/or to reimburse to TSC, each and every one of the sums that TSC was forced to pay and/or to deposit exclusively in the Judgment for rate of justice and honoraria of lawyers who have taken part in representation of the National State (“Costas Jud iciales”), every time these sums are firm and allowed, and as long as TURNER has had intervention in, and approved, any decision, presentation or act that can concern the determination and/or an increase of Costas Judiciales.

Kind to it, TURNER is commited to that, with the limitations specified here, to TSC requirement, will put at the disposal of this one, the sums necessary to come to the complete payment of the amount equivalent to the twenty-five percent (25%) of Costas Judiciales within seven (7) working days later to this requirement,

whenever TSC gives to TURNER, the totality of the documentation that credits that Costas Judiciales is firm and allowed and the judicial resolution has been dictated that intimates to its payment. Also, TSC will send to corresponding TURNER the proofs of payment once realised the deposit at issue.

Previous to the victory of corresponding the procedural terms of appeal, and whenever the TSC proxies communicate the respective resolution within the 24 hours to be notified of the same to the TURNER representatives, by convincing means and of written way, this one it will be able to communicate the designated proxies of TSC, their decision to appeal or to allow Costas Judiciales. Supposing that the TSC proxies did not receive instruction of TURNER with respect to the decision to appeal or to allow Costas Judiciales with a reasonable advance to the date of victory of the corresponding procedural term or that the TSC proxies received, on the part of the FOX proxies a communication that will be contradictory in relation to the decision communicated by TURNER with respect to the appeal or consent from Costas Judiciales and FOX and TURNER will not in this respect obtain an agreement with a reasonable advance to the date of victory of the corresponding procedural term, the decision with respect to appealing or allowing Costas Judiciales will be to exclusive criterion of TSC.

It is left specifically established that the obligation assumed by TURNER is limited the payment of the amount equivalent to the twenty-five percent (25%) of the total amount of Costas Judiciales

Consequently, TURNER is commited, in irrevocable form and indicated proportion a: (i) to pay, within the indicated term precedingly the sums regarding Costas Judiciales indicated here; and (II) to maintain undamaged to TSC, their Directors, Receivers and Managers, in front of any reclamation of the State treasury, execution of honoraria, damage, sanction, it fines, cost and/or cost of any nature (including without limitation, I interest and reasonable and documented punitorios, deposits and honoraria of lawyers) that is originated in the lack of payment in term to TSC of all amount related to Costas Judiciales according to the commitment assumed by TURNER.

Finally, it is left established that stops the case that TSC and/or their tie companies, subscribe with FOX or third tie companies to FOX, a document by means of which FOX commits himself to grant to TSC an indemnity similar to granted here and that he contains more beneficial conditions for FOX or his third tie companies, TURNER will have the right to that these conditions, individually contemplated, replace total partially or the conditions guaranteed here by TURNER.

Without another individual, we greeted You very kindly.

**TURNER BROADCASTING LATIN SYSTEM AMERICA INC.**



Signature

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