



**AMENDMENT NO. 2 TO FREE TELEVISION LICENSE AGREEMENT**

This Amendment (the “**Amendment**”) dated as of December 20, 2016 (“**Effective Date**”) is between Ceska Televize, a Public Company established by the Czech Television Act No 483/1991 Coll., VAT No. CZ00027383, with its principal place of business at Kavci Hory, CZ - 140 70 Praha 4, Czech Republic (“**Licensee**”), and Paramount Pictures International Limited (as successor by merger to Viacom Global (Netherlands) B.V.), with its principal place of business at Building 5, Chiswick Park, 566 Chiswick High Road, London, W4 5YF United Kingdom (“**Paramount**”), and amends that certain Free Television License Agreement dated as of January 19, 2015 between Licensee and Paramount (as amended, the “**Agreement**”). Capitalized terms used herein and not otherwise defined will have the meanings ascribed to such terms in the Agreement.

RECITALS

**WHEREAS**, Licensee and Paramount desire to amend certain of the terms set forth in the Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

TERMS

1. **Licensed Titles.** The defined term “Licensed Titles” will include the motion pictures set forth in Schedule A hereto (the “**Additional Licensed Titles**”).
2. **Availability Date and End Date.** The Availability Date and End Date for each Additional Licensed Title mean the respective dates set forth in Schedule A hereto, unless otherwise mutually agreed by the parties in writing.
3. **License Fees.** The License Fees due and payable to Paramount with respect to each Additional Licensed Title will be as set forth in Schedule A hereto (the “**Additional License Fees**”). The total Additional License Fees due and payable hereunder are one hundred thirty four thousand two hundred United States Dollars (US\$134,200).
4. **Payment Terms.** Notwithstanding anything to the contrary in the Agreement, the total Additional License Fees for all Additional Licensed Titles will be due and payable by Licensee to Paramount on or before October 1, 2017.
5. **Exhibition Days/Runs.** Notwithstanding anything to the contrary in the Agreement, with respect to each of the Additional Licensed Titles [REDACTED] Licensee will be permitted [REDACTED]
6. **Confidentiality.** The parties acknowledge and agree that Licensee may make the Amendment available to the public to the extent required by Act No. 340/2015 of the Czech Collection of Laws (the “Act”); provided that Licensee shall consult with Paramount with respect to information that will be redacted from the Amendment pursuant to the Act prior to making such documents available to the public. The parties further acknowledge and agree that the following information will be redacted from the Amendment before such document is made available to the public: the number of Exhibition Days, the

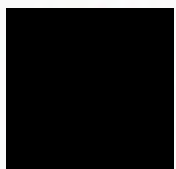


content of Schedule A to the Amendment (including names of Licensed Titles, License Periods and License Fees for individual Licensed Titles), signatures and initials.

7. **Language.** Section 4 (b) of the Principal Terms of the Agreement shall be deleted.
8. **No Other Modifications.** Except as set forth herein and except to the extent inconsistent with the provisions of this Amendment, the terms of the Agreement will remain unchanged and in full force and effect.
9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic copy (e.g., PDF or TIFF) shall have the same binding effect as delivery of a manually-executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective, duly authorized representatives.

Ceska Televize	[REDACTED]	[REDACTED]	International Limited
By:	[REDACTED]	[REDACTED]	[REDACTED]
Name:	Petr Dvořák		
Title:	General Director		VP, BUSINESS AFFAIRS + LEGAL
Date:	24-02-2017		FEBRUARY 27, 2017



**SCHEDULE A  
LICENSED TITLES**

<b>LICENSED TITLE</b>	<b>YEAR</b>	<b>AVAILABILITY DATE</b>	<b>END DATE</b>	<b>LICENSE FEE (USD)</b>
