

## **JOINT SALES AGREEMENT**

This Joint Sales Agreement (the “Agreement”) is made effective as of this 11<sup>th</sup> day of August, 2009 by and between Entravision Communications Corporation, a Delaware corporation (“Entravision”), and Sunflower Broadcasting Inc., a Kansas corporation (“Sunflower”).

WHEREAS, Entravision owns and operates television Station KDCU-DT, Derby, Kansas (the “Station”) pursuant to authorizations issued to Entravision Holdings, LLC, a California limited liability company and a wholly-owned subsidiary of Entravision (“Holdings”), by the Federal Communications Commission (the “FCC”) and has available advertising time on the Station. It is specifically understood and agreed that Holdings shall be considered a party to this Agreement to the extent, and only to the extent, that any obligations of Entravision hereunder need to be undertaken by Holdings as the actual FCC licensee of the Station.

WHEREAS, in order to better and more efficiently promote the economic and business development of the Station, the parties desire to enter into this Agreement; and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the parties hereto are entering into that certain Shared Services Agreement, with respect to which Sunflower shall provide certain services and make available to the Entravision certain technical and other facilities (the “Shared Services Agreement”).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.1 *Terms Defined in this Section.*** The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

**“Affiliate”** means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, without limitation, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors (or comparable governing body) of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any partnership of which such Person is a general partner.

**“Air Time”** means the primary video signal along with any additional, or multicast, video signals, containing program-related services, broadcast by Entravision on the Station.

***“Applicable Law”*** means any of the Communications Act, the FCC Rules, and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity, including common law.

***“Budget”*** means the annual expense budget of the Station as set forth in Schedule A of the Shared Services Agreement.

***“Communications Act”*** means the Communications Act of 1934, as amended, as in effect from time to time.

***“Effective Date”*** means August 1, 2009.

***“FCC”*** means the Federal Communications Commission or any successor agency thereto.

***“FCC Rules”*** means the rules and published policies of the FCC, as in effect from time to time.

***“Market”*** means the Nielsen “Designated Market Area” that encompasses the Station, which Market is known as the Wichita-Hutchinson Plus, Kansas DMA.

***“Network”*** means the Univision Network to which Entravision is a network affiliate with respect to the Station.

***“Obligations of Entravision”*** means any and all obligations and duties of Entravision under (i) this Agreement, and (ii) the Shared Services Agreement of even date herewith.

***“Obligations of Sunflower”*** means any and all obligations and duties of Sunflower under (i) this Agreement, and (ii) the Shared Services Agreement of even date herewith.

## **ARTICLE II TERM**

### **Section 2.1 *Term.***

(a) Term. This Agreement shall be deemed effective, and the term hereof shall commence, on and as of the Effective Date and such initial term (the “Term”) shall continue until December 31, 2014, unless terminated in accordance with Section 2.3 below. Entravision and Sunflower each agree to notify the other party in writing prior to June 30, 2014 of their desire to: (i) allow the Agreement to terminate without an extension of the Term; or (ii) negotiate in good faith to extend the Term for a mutually agreed-upon term or otherwise amend the Agreement; provided, however, that neither party shall have any obligation to extend the Term or otherwise enter into an amendment to the Agreement.

### **Section 2.2 *Right of First Refusal.***

(a) If during the Term, Entravision receives a bona fide written offer, which Entravision desires to accept (the “Offer”), from a prospective party (an “Offeror”) to operate the Station under a joint sales arrangement to begin after the end of the Term (“JSA Offer”), before accepting the JSA Offer, Entravision shall, in accordance with the procedures set forth in this Section 2.2, offer to enter into a joint sales arrangement to Sunflower, upon the same terms set forth in the JSA Offer (except that such joint sales arrangement with Sunflower shall commence simultaneously with the end of the Term as provided for in Section 2.1. hereof); provided, however, that Entravision agrees not to solicit any such JSA offer until the later of (i) June 30, 2014, and (ii) the date Entravision provides Sunflower with written notice that it desires to allow the Agreement to terminate without an extension of the Term.

(b) Within fifteen (15) days after Entravision receives the JSA Offer, Entravision shall give Sunflower written notice which shall set forth the substantive terms of the JSA Offer (the “Offer Notice”) and any other documentation reasonably requested by Sunflower in order to evaluate the JSA Offer. Within fifteen (15) days of Entravision’s issuance of the Offer Notice, Sunflower shall notify Entravision whether it desires to enter into a further joint sales arrangement subject to the Offer. Sunflower’s failure to respond on a timely basis shall be considered a declination of the JSA Offer.

(c) If Sunflower fails to exercise its right of first refusal in accordance with this Section 2.2, Entravision may proceed and consummate the transaction with the Offeror; provided, however, that the terms and conditions of the joint sales arrangement shall be on substantially similar terms as those set forth in the Offer Notice. If Entravision shall fail to consummate the transaction with the Offeror, the right of first refusal set forth in this Section 2.2 shall once again apply to Entravision.

(d) In the event that Sunflower exercises the right of first refusal provided for in this Section 2.2, this Agreement shall be amended (or a new agreement shall be entered into) so that the terms and conditions substantially similar terms as those set forth in the Offer Notice.

### **Section 2.3 Termination.**

(a) Mutual Agreement. This Agreement may be terminated at any time by mutual written agreement between Sunflower and Entravision.

(b) Termination by Entravision or Sunflower Due to Changes in Laws. This Agreement may be terminated by Entravision or Sunflower, by written notice to the other, upon the occurrence of any of the following events; *provided* that any such termination shall be effective as of the date thirty (30) days after such notice:

(i) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are unable within thirty (30) days to agree upon a modification of the Agreement so as to cause the Agreement to comply with Applicable Law; or

(ii) there has been a change in the Communications Act or the FCC Rules that causes this Agreement in its entirety to be in violation thereof and the applicability of such change is not subject to appeal or further administrative review; and the parties, acting in good faith, are unable within thirty (30) days to agree upon a modification of the Agreement so as to cause the Agreement to comply with the Communications Act or the FCC Rules as so changed.

(c) Termination by Entravision or Sunflower on Failure to Achieve Revenues. This Agreement may be terminated by Entravision or Sunflower, by written notice to the other, in the event that Sunflower fails, during any full calendar year on or after January 1, 2010, to achieve at least [Redacted], *provided* that written notice is given within 90 days after the end of any calendar year of the Term and, *provided further* that any such termination shall be effective as of the date ninety (90) days after such notice or such later date as is specified in such notice.

(d) Termination by Sunflower Due to Breach. This Agreement may be terminated by Sunflower, by written notice to Entravision, upon the occurrence of any of the following events, *provided* that any such termination shall be effective no earlier than the date thirty (30) days after such notice:

(i) if Sunflower is not then in material breach and Entravision is in material breach under this Agreement or the Shared Services Agreement (other than a breach by Entravision of any of its payment obligations under the Shared Services Agreement) and Entravision has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Sunflower, or if Sunflower is not then in material breach and Entravision breaches any of its payment obligations to Sunflower under the Shared Services Agreement (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Sunflower; or

(ii) if Entravision or any Affiliate of Entravision makes a general assignment for the benefit of creditors, files, or has filed against it, a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Entravision or any Affiliate of Entravision under any federal or state insolvency law which, if filed against Entravision or any Affiliate of Entravision, has not been dismissed within thirty (30) days thereof.

(e) Termination by Entravision Due to Breach. This Agreement may be terminated by Entravision, by written notice to Sunflower, upon the occurrence of any of the following events, *provided* that any such termination shall be effective no earlier than the date thirty (30) days after such notice.

(i) if Entravision is not then in material breach and Sunflower breaches any of its obligations under this Agreement or the Shared Services Agreement and such breach shall not have been cured within thirty (30) days after receiving written notice of such breach from Entravision, or if Sunflower breaches any of its payment

obligations to Entravision (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from Entravision;

(ii) if Sunflower or any of its Affiliates makes a general assignment for the benefit of creditors, files, or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee, or similar creditor's representative for the property or assets of Sunflower or any of its Affiliates under any federal or state insolvency law which, if filed against Sunflower or any of its Affiliates, has not been dismissed within thirty (30) days thereof.

#### **Section 2.4 Certain Matters Upon Termination.**

(a) *Continuing Obligations.* No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify the other parties for Third Party Claims under Section 8 of this Agreement, or limit or impair any party's rights to receive payments due and owing hereunder with respect to any time periods prior to the effective date of such termination.

(b) *Cooperation.* Notwithstanding anything to the contrary contained in this Agreement, the parties shall cooperate with each other as may be reasonably requested to effect an allocation of the revenues and expenses for any partial calendar month resulting from such termination.

### **ARTICLE III CONSIDERATION**

#### **Section 3.1 Revenue Share.**

[Redacted]

**Section 3.2 Promotional Spots.** Sunflower shall have the right to make use of [Redacted] that the Station is operating to promote Sunflower's websites (including, without limitation, [www.catchitkansas.com](http://www.catchitkansas.com), or such other URL used by Sunflower) and such events promoted by and local newscasts broadcast by Sunflower. Such promotional spots shall, in no event, be used to promote programming, other than news programming, on any broadcast television station. Sunflower shall use commercially reasonable efforts to timely notify Entravision in advance of its schedule for such promotional spots and shall produce such promotional spots at its sole expense.

**Section 3.3 Operating Expenses Paid by Entravision.** Sunflower and Entravision will agree to an annual budget for operating expenses as set forth on Schedule A to the Shared Services Agreement. All of such budgeted operating expenses of the Station (plus unbudgeted expenses of Sunflower not to exceed [Redacted] per item and an aggregate amount of [Redacted] in a calendar year) whether incurred by Sunflower or Entravision, shall be the responsibility of Entravision under this Agreement. Sunflower will submit invoices for such expenses by the tenth of the following month and Entravision will pay such amount in full within thirty (30) days of

receipt of the undisputed invoices.

## **ARTICLE IV SCOPE OF SERVICES**

**Section 4.1 Sales and Related Services.** Except if expressly provided to the contrary herein, Entravision retains Sunflower on an exclusive basis for the Term to market and sell (i) all forms of local advertising, including, but not limited to, spot advertising, sponsorships, direct response advertising, paid programming (including infomercials), and all long-form advertising broadcast on the Station during the Term (the “Advertisements”); and (ii) the Website Advertisements. National spot advertising on the Station is specifically excluded from this Agreement and will be sold by the Network and the Station’s national television representation firm as selected from time to time by Entravision.

Entravision shall designate, [Redacted] of the advertising inventory available to be broadcast on the Station for use by Sunflower as Advertisements under this Agreement; [Redacted]. Entravision shall retain the [Redacted] of such advertising inventory for use as national spot advertisements. Entravision shall determine the advertising inventory available to be broadcast on the Station in accordance with the requirements of its Network affiliation agreement related to the Station (the “Affiliation Agreement”); subject to the provisions contained in Section 5.1(h) hereof, Entravision shall be permitted to exclude from such advertising inventory any use of broadcast time made by the Network including, but not limited to, commercial advertising announcements, announcements provided to multichannel video programming distributors pursuant to retransmission consent agreements, and promotional announcements for network programming and otherwise required in accordance with the Affiliation Agreement. Entravision shall provide to Sunflower and its employees such information as Sunflower may reasonably request to support the marketing and sale of the Advertisements by Sunflower. Entravision shall be responsible for the Station’s traffic, accounting and station administration functions.

Sunflower shall conduct the sales functions for the Station in accordance with standard practice in the industry. Entravision from time to time may provide input to Sunflower concerning personnel needs and job functions of the persons designated by Sunflower to perform its obligations under this Agreement and Sunflower shall give due consideration to Entravision’s input, but Sunflower shall make any final decisions with respect to any changes in such personnel or job functions. Revenues from the sale of the Advertisements shall be allocated between Sunflower and Entravision as set forth in Section 3.1. The rates for advertising sold by Sunflower shall be set by Sunflower; provided, however, that Sunflower shall comply with all applicable statutes and regulations regarding access to airtime and rates charged for political advertising and shall indemnify Entravision against any liability incurred by Entravision as a result of Sunflower’s failure to comply with such statutes and regulations. Sunflower may sell the Advertisements in combination with any other broadcast station of its choosing; provided, however, that under no circumstances may Sunflower require that advertisers buy time on the Station and any other station together. Subject to Section 4.3, the placement, duration and rates of the Advertisements shall be determined by Sunflower. [Redacted]

**Section 4.2 Content Policies for Advertisements and Other Material.** All Advertisements and other material furnished by Sunflower for broadcast on the Station (“Broadcast Materials”) shall comply with applicable federal, state and local regulations and policies, including commercial limits in children’s programming. All Broadcast Materials shall be in the Spanish language. Entravision shall have the right to preempt any Broadcast Materials to present program material of greater local or national importance. Entravision may reject any Broadcast Materials if it reasonably determines that the broadcast of such material would violate Applicable Law or would otherwise be contrary to the public interest. Entravision shall promptly notify Sunflower of any such rejection, preemption, or rescheduling and shall cooperate with Sunflower in efforts to fulfill commitments to advertisers. Schedule 4.3 sets forth Entravision’s statement of policy (the “Policy Statement”) with regard to the Broadcast Materials. Sunflower shall ensure that the Advertisements are in compliance with the terms of this Agreement and the Policy Statement.

**Section 4.3 Public Service Announcements.** This Agreement does not affect any rights of Entravision to broadcast PSAs from its national advertising inventory at times and in amounts determined from time to time by Entravision. Likewise, this Agreement does not affect any rights of Sunflower to broadcast PSAs from its local advertising inventory at times and in amounts determined from time to time by Sunflower.

**Section 4.4 Trade and Barter Spots.** Subject to the terms of this Section 4.4, Entravision and Sunflower shall have the right to enter into new contracts for the sale of Advertisements for non-cash consideration, *provided, however*, that Sunflower shall obtain Entravision’s written consent prior to entering into any such contract; *provided further*, that any such trade or barter for non-cash consideration shall be counted against Entravision’s national advertising inventory if entered into by Entravision, or against Sunflower’s local advertising inventory if entered into by Sunflower, and *provided, further*, that the parties may mutually agree in writing to other specific arrangements as to a particular bartering of advertising in return for goods and services other than programming.

**Section 4.5 Monthly Reports; Books and Records.** The following obligations shall begin on the first day of the first full calendar month beginning after the Effective Date:

(a) On or before the tenth (10th) day of each calendar month during the Term, Sunflower shall furnish Entravision with a report evidencing Sunflower’s revenues collected on Advertisements during the previous calendar month of the term.

(b) Entravision shall furnish to Sunflower information each month with respect to Station expenses. Each party shall have the right at its own expense, once per year, to review the books and records of the other at reasonable times and upon reasonable prior notice, with respect to the sale of Advertisements and other terms and conditions of this Agreement. Such an audit shall only be applicable to the parties’ participation in this Agreement and the SSA applicable to the Station.

(c) The audit and inspection rights of the parties under this Section 4.5 shall survive any termination or expiration of this Agreement for a period of two (2)

years.

**Section 4.6 Control.** Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that during the Term, Entravision will maintain ultimate control and authority over the Station, including, specifically, control and authority over the Station's operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Entravision with respect to the selection, development and acquisition of any and all programming to be broadcast over the Station, as well as the payment therefor. To that end, Entravision shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming and network affiliation agreements for the Station, and (b) retain and hire or utilize whatever employees Entravision reasonably deems appropriate or necessary to fulfill those programming functions. Sunflower shall not represent, warrant or hold itself out as the licensee of the Station, and all sales material prepared by Sunflower for the sale of advertising time on the Station shall identify Entravision as the licensee of the Station using mutually agreeable wording and references. Sunflower shall sell Advertisements and enter into all agreements for the sale of Advertisements on the Station in its own name.

## **ARTICLE V OTHER OBLIGATIONS OF THE PARTIES**

**Section 5.1 Responsibilities of Entravision.** Entravision, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of the Station during the Term, in accordance with and subject to the following provisions:

(a) Entravision shall install all equipment and make available sufficient quantities of spare parts for the operation of the Station, including, but not limited to, satellite dish antennas installed on Sunflower's premises, transmitter facilities (including antennas, transmitters, line and related facilities), master control, and office facilities. The equipment shall be as set forth in Schedule 5.1. All such equipment, even if installed on Sunflower's premises, shall remain the property of Entravision and shall be removed by Entravision upon termination of this Agreement; *provided, however*, that Sunflower shall be entitled to elect to retain any supporting camera equipment and computers upon termination of this Agreement, except where Sunflower is in default. Entravision will purchase or lease a vehicle for use by the Station. In the event Entravision elects not to purchase or lease such a vehicle, Sunflower may do so and charge Entravision a mutually agreed-upon monthly lease fee. In the event that capital expenditures are required for the operation of the Station following the Effective Date, the parties will enter into good faith negotiations to determine what capital expenditures need to be made and shall create a mutually agreed-upon capital expenditures list. All capital expenditures set forth on such list shall be the responsibility of Entravision. The failure of the parties to reach agreement on capital expenditures, unless it prevents the Station from operating under its FCC authorized operating parameters, shall not constitute a breach of this Agreement.

(b) Entravision shall continue to maintain full control over the operations of



the Station, including programming editorial policies, employees of Entravision and Entravision-controlled facilities. Entravision shall be responsible for, and shall comply in all material respects with all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Station. Entravision shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

(c) Entravision shall maintain in effect policies of insurance, including business interruption insurance, insuring the assets and the business of the Station in accordance with good industry practices, and shall provide written evidence to Sunflower of such insurance during each year of this Agreement.

(d) Entravision shall use, operate, and maintain all of its assets in a commercially reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, Entravision shall use commercially reasonable efforts and cooperate with Sunflower to repair, replace, or restore the assets to their prior condition as soon thereafter as possible, and Entravision shall use the proceeds of any claim under any insurance policy to repair, replace or restore any of the assets of the Station that are lost, damaged, impaired or destroyed.

(e) Entravision shall be responsible for payment of all operating costs of the Station, including the cost of electricity, other utilities and rental or other payments with respect to any real property leased by Entravision, and, without limiting the foregoing, shall pay all other Station expenses required of Entravision. Sunflower shall only be responsible for initial payment of certain expenses to the extent set forth in Section 5.2 hereof, which expenses ultimately are the payment responsibility of Entravision to be reimbursed to Sunflower.

(f) Entravision shall employ and be responsible for the salaries, benefits, employer taxes and related costs of employment of its personnel, which personnel shall be at least two, including a station manager and non-managerial level employee. The terms and conditions of such employees' employment shall be governed by Entravision's Employee Handbook, as it may be modified from time to time. Entravision may modify its employees' terms and conditions of employment to make them compatible with those set by Sunflower for its employees.

(g) Subject to the Obligations of Sunflower specifically assumed under this Agreement, Entravision shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements, including the Advertisements, and programming on the Station.

(h) Entravision shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Station. To the extent that any retransmission consent agreement of Entravision provides that additional spot time that otherwise would be used by such MVPD provider, such spot time shall be deducted from

Entravision's inventory of available spot time. To the extent that any network or program service agreement of Entravision (i.e., whereby Entravision obtains programming to be broadcast on the Station) provides that additional spot time that otherwise would be used by such network or program service, such spot time shall be deducted from the overall inventory of available spot time; it being understood that in the event Entravision enters into any contract for the sale of Advertisements for non-cash consideration, such trade or barter for non-cash consideration shall be counted against Entravision's national advertising inventory as provided in Section 4.4.

(i) Subject to the provisions of any network affiliation or other programming agreement to which Entravision is a party, Entravision shall exclusively and in its sole discretion negotiate and enforce retransmission consent agreements with cable, satellite and other multichannel video providers.

(j) Entravision shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of the FCC Licenses, or (ii) material adverse effect upon the Station's transmitters, antennas and other material assets included in the Station's transmission facilities.

(k) Entravision shall list Sunflower as the exclusive sales representative for the Advertisements in all applicable trade listings and advertising and promotional material if and when such listings and material are published by Entravision.

(l) Entravision shall provide to Sunflower such routine ratings information and ratings reports with respect to the Station as are customarily prepared or obtained by the Station in the ordinary course of business as Sunflower may reasonably request from time to time. Except as otherwise agreed by the parties hereto, Entravision shall maintain (including timely payment of all fees) any agreements with A.C. Nielsen Company or its affiliates or other ratings information providers customarily used by the Station as a source of local station research information for the Station (collectively, the "Ratings Agencies"). Entravision shall obtain from the Ratings Agencies permission for Sunflower to use the Station's ratings information and reports in connection with the sale of the Advertisements under this Agreement.

**Section 5.2 Responsibilities of Sunflower.** Subject to reimbursement obligations of Entravision under this Agreement and under the Shared Services Agreement, Sunflower shall be responsible for and perform the following obligations with respect to the marketing and sale of the Advertisements under this Agreement:

(a) Sunflower shall be responsible for payment of salaries, taxes and related costs for all personnel employed by Sunflower who are used by Sunflower in the performance of Sunflower's obligations hereunder, including, without limitation, the marketing and sale of the Advertisements and the collection of accounts receivable for sales of Advertisements with the support of Entravision's billing department. If further

action is required to collect on accounts receivable, such as litigation, Entravision and Sunflower shall collectively determine the collection efforts that shall be undertaken, and the net revenues after costs [Redacted]. All of such salaries, taxes and related costs for personnel employed by Sunflower that are contained in the Budget (as well as certain unbudgeted expenses, all as defined in Schedule A to the Shared Services Agreement) or as otherwise agreed to in writing by Entravision, shall be reimbursed in full by Entravision to Sunflower. All of such salaries, taxes and related costs for personnel employed by Sunflower that are not contained in the Budget shall not be reimbursed by Entravision, unless otherwise agreed by Entravision.

(b) Except as otherwise provided in Schedule A of the Shared Services Agreement or otherwise agreed by Entravision, Sunflower shall be solely responsible for all costs and expenses incurred in performing its obligations under this Agreement that are not contained in the Budget.

(c) Sunflower shall cooperate with Entravision in, but Entravision remains fully responsible for, complying with the provisions of the Communications Act and FCC Rules regarding political advertising, including compliance with Entravision's statement disclosing political advertising rates and practices for purchasers of political advertising consistent with Applicable Law ("Disclosure Statement"). Sunflower shall promptly supply any information that it has in its possession to Entravision to the extent such information is necessary to comply with the public inspection file, lowest unit rate, equal opportunities and reasonable access requirements of the Communications Act and FCC Rules. Sunflower will provide space to Entravision for location of public inspection files, but Entravision shall be responsible for maintaining such public inspection files. If the Station fails to meet the political time obligations under the Communications Act and FCC Rules based on the advertising sold by Sunflower, then, to the extent reasonably necessary to enable Entravision to cause the Station to comply with such political time obligations, Sunflower shall release advertising availabilities to Entravision; *provided, however*, that all revenues realized by Entravision from the sale of such advertising time shall be immediately paid to Sunflower [Redacted].

(d) All Broadcast Material shall comply in all material respects with the Policy Statement, the Communications Act, the FCC Rules and other Applicable Law and shall not violate the intellectual property rights of any Person. All services to be provided and all obligations to be performed by Sunflower hereunder shall comply in all material respects with all Applicable Law, including without limitation the Communications Act and FCC Rules, and standards of performance customary for the broadcast television industry.

(e) Sunflower will take steps consistent with customary broadcast industry standards to assure that its employees will not accept any consideration in money, goods, services or otherwise, whether directly or indirectly (including from relatives), from any person or company for the broadcast of any commercial announcement over the Station without reporting the same to the management of Entravision in advance and without such broadcast being announced as sponsored. Sunflower understands that violation of this provision is "payola" and constitutes a federal crime. It is further understood and agreed that no commercial message, or plug, or undue reference shall be made in programming presented over the Station to any business venture, profit-making activity or other interest without the same being approved by the

management of Entravision in advance and such broadcast time being announced as sponsored. Sunflower shall, at the request of Entravision, cause its employees involved in the provision of advertising or other commercial matter on the Station to execute a verification of their understanding and to agree to abide by such policies are customary in the television broadcasting industry to prevent the practices of payola and plugola.

**Section 5.3 *Delivery of Broadcast Material.*** All Broadcast Material shall be delivered to the Station in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on the Station's existing playback equipment, and with quality suitable for broadcast. Entravision shall not be required to provide production services or to copy, reformat or otherwise manipulate material furnished by Sunflower other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

**Section 5.4 *Access to Information.*** In order to ensure compliance with the Communications Act, the FCC Rules and other Applicable Law, Entravision shall be entitled to review at its reasonable discretion from time to time any Broadcast Material that Entravision may reasonably request. Entravision also shall maintain and deliver to the Station such records and information required by the FCC Rules to be placed in the public inspection files of the Station pertaining to the sale of political programming and advertisements, in accordance with the provisions of 47 C.F.R. 73.1940 and 47 C.F.R. 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of 47 C.F.R. 73.1212 of the FCC Rules. To the extent Sunflower has such information, Sunflower shall furnish to Entravision upon request any other information that is reasonably necessary to enable Entravision to prepare any records or reports required by the FCC or other governmental entities. Nothing in this Section 5.4 shall entitle Entravision to review the internal corporate or financial records of Sunflower. Entravision shall keep confidential any information obtained from Sunflower in connection with this Agreement, except as and to the extent required by Applicable Law. If this Agreement is terminated, Entravision shall return to Sunflower all information obtained by it from Sunflower in connection with this Agreement. This Section 5.4 shall survive any termination or expiration of this Agreement for a period of three (3) years.

**Section 5.5 *Additional Programming Services.*** In the event that Entravision commences any Additional Programming Services on the Station during the Term, such Additional Programming Services shall be covered by the terms of this Agreement. As used herein, an "Additional Programming Service" shall be a program stream operated on a commercial basis carrying news, public affairs and entertainment programming, but shall not include (i) home shopping or other program services involving the sale of goods or services to viewers, including, but not limited to, Home Shopping Network and Jewelry Television, or (ii) any other program service that does not contain commercial availabilities.

**Section 5.6 *Unsold Inventory.*** Entravision and Sunflower shall discuss in good faith and attempt to work out mutual provisions to sell any unsold advertising inventory of the other party. It is specifically understood, however, that this provision shall not subject either party to any liability if the parties are unable to agree upon such provisions.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES OF ENTRAVISION**

Entravision represents and warrants to Sunflower as follows:

**Section 6.1 *Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Entravision has been duly authorized by all necessary organizational action on the part of Entravision. This Agreement has been duly executed and delivered by Entravision and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 6.2 *Absence of Conflicting Agreements or Consents.*** The execution, delivery, and performance by Entravision of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Entravision; (b) to the actual knowledge of Entravision, does not conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Entravision, (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Entravision is a party or by which it is bound as of the date hereof; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Entravision, other than any lien for current taxes, payments of which are not yet due and payable, or liens in respect of pledges or deposits under worker's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES OF SUNFLOWER**

Sunflower represents and warrants to Entravision as follows:

**Section 7.1 *Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Sunflower have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Sunflower and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as the

enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, insolvency, reorganization or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

**Section 7.2 *Absence of Conflicting Agreements and Required Consents.*** The execution, delivery, and performance by Sunflower of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Sunflower; (b) to the actual knowledge of Sunflower, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Sunflower; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Sunflower is a party or by which it is bound as of the date hereof.

## **ARTICLE VIII INDEMNIFICATION AND REMEDIES**

**Section 8.1 *By Sunflower.*** Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 8.2, Sunflower shall indemnify, defend and hold harmless Entravision and any employee, director, member, manager, officer, stockholder, or agent of Entravision, or any of its Affiliates, successors or assignees (each, an "Entravision Indemnified Party"), from and against, and reimburse and pay to such Entravision Indemnified Party as incurred, any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any indemnification matter described herein (any such amount being a "Loss" for purposes of this Section 8.1 and Section 8.2), which any such Entravision Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) Sunflower's breach of any representation, covenant, agreement or other obligation of Sunflower contained in this Agreement or from Sunflower's operation of the Station (including any actions of Sunflower in connection with Broadcast Material broadcast on the Station), and/or related to other business activities of Sunflower; and

(b) any negligence of Sunflower with respect to carrying out (or failing to carry out) its rights or duties under this Agreement.

(c) Sunflower's failure to comply with any applicable statutes and regulations regarding the performance of Sunflower's duties under this Agreement.

Notwithstanding anything to the contrary contained herein, in no event shall Sunflower be liable under this Section for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

**Section 8.2 By Entravision.** Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 8.1, Entravision shall indemnify, defend and hold harmless Sunflower and any employee, director, member, manager, officer, stockholder or agent of Sunflower, or any of its Affiliates, successors or assignees (each, a “Sunflower Indemnified Party”) from and against, and reimburse and pay to such Sunflower Indemnified Party, as incurred, any Loss (as defined in Section 8.1), which any such Sunflower Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) Entravision’s breach of any representation, covenant, agreement or other obligation of Entravision contained in this Agreement or from Entravision’s operation of the Station, and/or related to other business activities of Entravision; and

(b) any negligence of Entravision with respect to carrying out (or failing to carry out) its rights or duties under this Agreement;

(c) Entravision’s failure to comply with any applicable statutes and regulations regarding the performance of Entravision’s duties under this Agreement; and

(d) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to all material broadcast on the Station following the Effective Date (other than Broadcast Material not generated by Entravision), and with respect to which Entravision had notice or otherwise should have been reasonably aware of such violations.

**Section 8.3 Procedure.**

(a) If any Person entitled to indemnification under this Agreement (an “Indemnified Party”) asserts a claim for indemnification for, or receives notice of the assertion or commencement of any Third Party Claim as to which such Indemnified Party intends to seek indemnification under this Agreement, such Indemnified Party shall give reasonably prompt written notice of such claim to the party from whom indemnification is to be sought (an “Indemnifying Party”), together with a statement of any available information regarding such claim. The Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the “Defense Notice”) within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary in the name of the Indemnified Party (which notice shall specify the counsel the Indemnifying Party will appoint to defend such claim (“Defense Counsel”); *provided, however*, that the Indemnified Party shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld or delayed). The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If the Indemnifying Party delivers a Defense Notice to the Indemnified Party, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by the Indemnifying Party, all at the expense of the Indemnifying Party.

(b) If the Indemnifying Party shall fail to give a Defense Notice, it shall be

deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

(c) Regardless of which party defends a Third Party Claim, the other party shall have the right at its expense to participate in the defense of such Third Party Claim, assisted by counsel of its own choosing. The Indemnified Party shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, and, if the Indemnified Party settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, the Indemnified Party will be liable for all Losses paid or incurred in connection therewith and the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect thereto. The Indemnifying Party shall not compromise or settle a Third Party Claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of the Indemnified Party and such compromise or release does not impose any non-monetary obligations on the Indemnified Party other than immaterial administrative obligations (and all monetary obligations are subject to the indemnification provisions of this Agreement), in which case the consent of the Indemnified Party shall not be required.

(d) After any final decision, judgment or award shall have been rendered by a court or governmental entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or after a settlement shall have been consummated, or after the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall deliver to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within ten (10) business days after the date of such notice.

(e) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 8.3. Any claim under this Section 8.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (*a "Direct Claim"*) will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of 20 days within which to satisfy such Direct Claim. If



the Indemnifying Party does not so respond within such 20 day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Section 8.

(f) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 8.3 shall not affect the rights or obligations of either party hereunder except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

(g) The parties shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Losses (in which case such proceeds shall reduce such Losses). To the extent any Losses of an Indemnified Party are reduced by receipt of payment under insurance policies or from third parties not affiliated with the Indemnified Party, such payments (net of the expenses of the recovery thereof) shall be credited against such Losses and, if indemnification payments shall have been received prior to the collection of such proceeds, the Indemnified Party shall remit to the indemnifying Party the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Losses. The indemnification obligations hereunder shall survive any termination of this Agreement.

**Section 8.4 *Services Unique.*** The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the another party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the another party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

**Section 8.5 *Exclusivity.*** After the Effective Date, the indemnification provided by this Section 8 shall be the sole and exclusive remedy of either of Sunflower and Entravision against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement; *provided*, that this Section 8.5 shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 8.4 or if available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.1 *No Partnership or Joint Venture.*** This Agreement is not intended to

be, and shall not be construed as, an agreement to form a partnership or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

**Section 9.2 Confidentiality.** Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties. To the extent required by the Communications Act and FCC Rules, each party shall place a copy of this Agreement in its public inspection file and shall consult with the other party and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

**Section 9.3 Assignment; Benefit; Binding Effect.** Except as provided in the following sentence, neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, Entravision may assign this Agreement and all of its rights and obligations hereunder to any person to which the FCC Licenses are transferred or assigned without the prior written consent of Sunflower, *provided* that as a condition to such transfer or assignment (i) this Agreement, the Shared Services Agreement, and all of Entravision's rights and obligations hereunder and thereunder are assigned to such Person, which assignments are to be effective simultaneously, (ii) such person is legally and financially qualified to be the holder of the FCC Licenses and (iii) such person executes and delivers to Sunflower an instrument in form and substance reasonably acceptable to Sunflower, accepting such assignments of this Agreement, the Shared Services Agreement, and the rights and obligations of Entravision hereunder and thereunder on and after the assignment date (with Entravision continuing to perform all of its obligations under such agreements for all time periods prior to such assignment) and agreeing to pay, discharge and perform the obligations and liabilities of Entravision hereunder and thereunder in accordance with the terms hereof and thereof and such other documents and instruments as Sunflower may reasonably request. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

**Section 9.4 Force Majeure.** Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

**Section 9.5 Further Assurances.** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

**Section 9.6 Press Release.** No party hereto shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior

written consent of the other parties hereto; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

**Section 9.7 Unenforceability.** If one or more provisions of this Agreement or the application thereof to any Person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties hereto agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

**Section 9.8 Notices.** All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or by facsimile (provided that telephone notification is provided by the sending party to the receiving party that the notice has been sent), or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or delivery by facsimile, or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on Schedule 9.8.

**Section 9.9 Governing Law; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Kansas without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of Kansas. The parties submit to the exclusive jurisdiction of the federal and state courts located in Denver, Colorado, with respect to any dispute arising under this Agreement.

**Section 9.10 Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

**Section 9.11 Gender and Number.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

**Section 9.12 Counterparts and Facsimile Signatures.** This Agreement may be

executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.

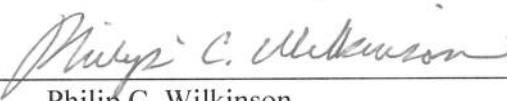
**Section 9.13 *Entire Agreement.*** This Agreement and the attachments and Schedules hereto (which are hereby incorporated by reference and made a part hereof), the Shared Services Agreement and the Equipment and Studio Lease Agreement (“Related Agreements”), when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein or in any of the other Related Agreements and, without limiting any of the other rights or remedies of the parties hereunder or under any of the Related Agreements, the parties acknowledge and agree that Sunflower may offset any amount owed by Entravision to Sunflower pursuant to any of the Related Agreements as a credit against any amount owed by Sunflower to Entravision pursuant to any of the Related Agreements. No term or provision hereof may be changed, modified, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

**Section 9.14 *Other Definitional Provisions.*** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

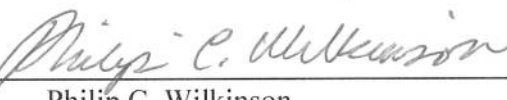
**[SIGNATURES ON NEXT PAGE]**

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

ENTRAVISION COMMUNICATIONS CORPORATION

By:   
Philip C. Wilkinson  
President and Chief Operating Officer

ENTRAVISION HOLDINGS, LLC

By:   
Philip C. Wilkinson  
President and Chief Operating Officer  
(Subject to the limitations of the Recitals)

SUNFLOWER BROADCASTING INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Joint Sales Agreement]*

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

ENTRAVISION COMMUNICATIONS CORPORATION

By: \_\_\_\_\_  
Philip C. Wilkinson  
President and Chief Operating Officer

ENTRAVISION HOLDINGS, LLC

By: \_\_\_\_\_  
Philip C. Wilkinson  
President and Chief Operating Officer  
(Subject to the limitations of the Recitals)

SUNFLOWER BROADCASTING INC.

By: Joan M. Barrett  
Name: Joan M. Barrett  
Title: President & General Manager

*[Signature Page to Joint Sales Agreement]*

## **FIRST AMENDMENT TO JOINT SALES AGREEMENT**

**THIS FIRST AMENDMENT TO JOINT SALES AGREEMENT** (this “Amendment”) is made as of this 31<sup>st</sup> day of December, 2014 by and between **ENTRAVISION COMMUNICATIONS CORPORATION**, a Delaware corporation (“Entravision”), and **SUNFLOWER BROADCASTING INC.**, a Kansas corporation (“Sunflower”).

### **WITNESSETH:**

**WHEREAS**, Entravision is the parent of Entravision Holdings, LLC, the licensee of Television Station KDCU-DT, Derby Kansas (the “Station”);

**WHEREAS**, Sunflower is the licensee of certain television stations licensed to communities in the state of Kansas;

**WHEREAS**, Entravision and Sunflower are parties to that certain Joint Sales Agreement, dated as of August 11, 2009 (the “Agreement”), pursuant to which Sunflower undertakes the sale of certain local commercial advertising availabilities on the Station;

**WHEREAS**, the parties desire to enter into this Amendment to, among other things, extend the terms of the Agreement, set forth the consideration payable during the extended term, and to modify the services provided by Sunflower to Entravision.

**NOW, THEREFORE**, for and in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entravision and Sunflower do hereby agree as follows:

### **1. DEFINITIONS**

All capitalized terms used in this Amendment shall have the respective meanings ascribed to them in the Agreement unless otherwise defined hereto.

### **2. TERM; OPTION**

Section 2.1 of the Agreement is hereby deleted in its entirety and the following is substituted in its place:

“(a) Term. The term of the Agreement will continue to December 31, 2017 (the “Term”), unless sooner extended or terminated in accordance with the provisions of the Agreement. Entravision shall have the option to extend the Term of the Agreement, for one additional two (2) year period, to December 31, 2019, by giving written notice to Sunflower no later than June 30, 2017. Sunflower will have thirty (30) days after such notice within which to notify Entravision that it will not agree to an extension of the term. Any extension shall be subject to the terms and conditions of the Agreement.”

### **3. TERMINATION**

A new Section 2.3(b)(iii) is hereby added to the Agreement as follows:

“(iii) The parties agree to cooperate in the development, filing and prosecution of a request to the FCC to waive any rule or requirement that would result in termination of this Agreement. Each party shall bear its own costs and the costs of legal counsel in connection with the preparation and prosecution of such a waiver request.”

A new Section 2.3(f) is hereby added to the Agreement as follows:

“(f) Termination by Entravision Due to Incentive Auction. Entravision shall have the right to terminate the Agreement, upon ninety days’ prior written notice to Sunflower, because Entravision has reached a decision to return the Station’s license and its authorized bandwidth to the FCC pursuant to the terms of an FCC incentive auction or other bandwidth recovery process, with the termination effective upon Entravision’s formal return of the Station’s license or authorized bandwidth to the FCC. For the avoidance of doubt, in the event of a termination by Entravision under this Section, Entravision and Sunflower shall be liable to each other for compliance with the terms and conditions of this Agreement up to and including the effective date of the termination of the Station’s license as a result of the participation of Entravision in the incentive auction and bandwidth recovery process for the Station. Upon such return of the Station’s authorization, the Agreement shall be null and void and neither party shall have any further obligations to the other.”

### **4. CONSIDERATION**

[Redacted]



## **5. EQUIPMENT**

Section 5.1(a) is hereby deleted in its entirety and the following is substituted in its place:

“(a) Entravision shall, at times reasonably requested by Sunflower, install all of the equipment and make available sufficient quantities of spare parts for the operation of the Station, including, but not limited to, satellite dish antennas installed on Sunflower’s premises, transmitter facilities (including antennas, transmitters, line and related facilities), master control, and office facilities (the “Equipment”). The Equipment shall be as set forth in Schedule 5.1. All such Equipment, even if installed on Sunflower’s premises, shall remain the property of Entravision and shall be removed by Entravision upon termination of this Agreement; provided, however, that Sunflower shall be entitled to elect to retain any supporting camera equipment, computers and any elements of the news set that are fixtures upon the termination of this Agreement, except where Sunflower is in default. If Entravision elects to sell its rack(s) and antenna(s) to Sunflower upon the termination of this Agreement, Sunflower may purchase such rack(s) and antenna(s) at a cost equal to their depreciated value pursuant to IRS guidelines. In the event that Sunflower acting in good faith determines that an element of the Equipment is unusable, either as a result of wear and tear, casualty, or technology change, Entravision will replace the element of the Equipment with a comparable piece of equipment that is technologically compatible with the Equipment, within a commercially reasonable timeframe. Sunflower shall identify to Entravision equipment that is technologically compatible with the Equipment. Entravision shall also purchase or lease two vehicles for use by the Station and, in the event that one or more vehicles is damaged or unusable, will repair or replace it, as Entravision deems appropriate. For the avoidance of doubt, Entravision agrees that it will provide two such vehicles (purchased or leased) for use by the Station at all times during the Term of this Agreement, except in the event that any such vehicle is in repair or in the process of being replaced. If Sunflower provides insurance for those vehicles, Entravision will reimburse Sunflower for the cost of such insurance. In the event Entravision elects not to purchase or lease such vehicles, Sunflower may do so and charge Entravision a mutually agreed-upon monthly lease fee including, at termination of this Agreement, any charges imposed in connection with termination of the leases. Entravision agrees to make capital expenditures in connection with the operation of the Station in amounts no less than the following during the Term: [Redacted]. The parties will enter into good faith negotiations to determine how such capital expenditures shall be allocated. The parties agree that the objective of these expenditures shall be to harmonize the operations of Entravision and Sunflower; therefore, the consent of the parties to proposed allocations of capital expenditures shall not be unreasonably withheld. All capital expenditures set forth on such list shall be the responsibility of Entravision. The failure of the parties to reach agreement on such capital expenditures, unless it prevents the Station from operating under its FCC authorized operating parameters, shall not constitute a breach of this Agreement.”

Schedule 5.1 attached to this Amendment replaces Schedule 5.1 attached to the Agreement in its entirety.

## **6. MISCELLANEOUS**

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Kansas, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and assigns, as permitted.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) Each party hereto shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants and legal counsel).

**SIGNATURES ON NEXT PAGE**

**IN WITNESS WHEREOF**, Sunflower and Entravision have duly executed and delivered this Amendment as of the date first above written.

ENTRAVISION:

**ENTRAVISION COMMUNICATIONS  
CORPORATION**

By: 

Name: Jeffery A. Liberman

Title: Chief Operating Officer

SUNFLOWER:

**SUNFLOWER BROADCASTING INC.**

By: 

Name: Joan M. Barrett

Title: President