FIRST AMENDMENT TO
CHANNEL SHARING AND FACILITIES AGREEMENT

This First Amendment to Channel Sharing and Facilities Agreement (this "First Amendment") is made as of May 8, 2017, between Spanish Broadcasting System Holding Company, Inc. ("SBS") and America-CV Station Group, Inc. ("ACV").

RECITALS

SBS and ACV are parties to that certain Channel Sharing and Facilities Agreement dated as of January 11, 2016, as modified by that certain Waiver with Respect to Channel Sharing and Facilities Agreement dated as of May 31, 2016 (collectively, the "Channel Sharing Agreement"). SBS and ACV desire to further modify the obligations under the Channel Sharing Agreement in accordance with this First Amendment.

In consideration of the foregoing and of the mutual promises that follow, the parties agree as follows:

1. Amendment. SBS and ACV agree that Section 1.2(e)(ii) of the Channel Sharing Agreement shall be deleted in its entirety and shall be replaced with the following provision:

(ii) SBS and ACV, through their respective representatives (which for the purposes of this provision shall mean, in the case of SBS, Mr. Raúl Alarcón and in the case of ACV, Messrs. Carlos Vasallo and Emilio Braun, or their duly authorized designees) shall jointly and simultaneously provide written direction to the FCC to disburse all Incentive Auction payments with respect to such party's station(s) to a bank account exclusively owned by the respective party. For avoidance of doubt, funds for WTCV shall be disbursed to SBS, and funds for WIRS and WKPV shall be disbursed to ACV.

After each of SBS and ACV has received the funds allocated to its station(s), ACV will immediately pay SBS the difference between the funds received by SBS from the FCC and the funds allocated to SBS pursuant to Schedule 1.2(e). A new Schedule 1.2(e) is attached to provide the allocation of funds in accordance with the auction results.

The funds allocated to ACV pursuant to Schedule 1.2(e) may only be disbursed to ACV. For the avoidance of doubt, the parties agree that: (a) only Mr. Alarcón may designate a duly authorized SBS representative and,

in the event of his death, disability, or at such time as he no longer has an ownership interest in SBS, such authority shall pass exclusively to Mr. Garcia or the then-acting Chief Executive Officer of SBS; and (b) only Mr. Vasallo and Mr. Braun may designate a duly authorized ACV representative and, in the event of the death or disability of either of them, or at such time as either of them no longer has an ownership interest in ACV, his respective authority shall pass exclusively to any person authorized by ACV through the unanimous approval of the Board of Directors of ACV.

(iii) Continuing Obligation. Notwithstanding this First Amendment, all other obligations of the Channel Sharing Agreement shall remain in place and all auction payments will be pooled and allocated on an aggregate basis as set forth in the Channel Sharing Agreement.

3. Counterparts. This First Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and both of which counterparts together shall constitute one and the same fully executed instrument.

4. Ratification. Except as expressly modified hereby, the Channel Sharing Agreement shall remain unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

5. Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Capitalized Terms. Capitalized terms not defined herein shall have the meaning set forth in the Channel Sharing Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this First Amendment as of the date written above.

SPANISH BROADCASTING SYSTEM HOLDING COMPANY, INC. By: Name: Raúl Alarcón Title: President & Chief Executive Officer	**AMERICA-CV STATION GROUP, INC.** By: Name: Carlos Vasallo Title: President & Chief Executive Officer

By: _____ Name: Joseph A. Garcia Title: SEVP & Chief Financial Officer	By: _____ Name: Emilio Braun Title: V.P.

REPLACEMENT SCHEDULE 1.2(e)
(as of 5/8/2017)
Revenue Allocation

The parties agree that in the event that a party accepts a bid and such party is designated by the FCC as a winning bidder, the aggregate winning bid proceeds paid to the exiting parties shall be collected and pooled and, immediately upon availability, distributed only to SBS and ACV in the following manner:

All aggregate amounts generated from any of the SBS Stations or the ACV Stations (as defined in Sections A and B of the Recitals) in connection with the Incentive Auction shall be pooled and shall be divided as follows:

a. Up to and including the first

SBS:
ACV:

b. All amounts generated in excess of shall be divided as follows:

SBS:
ACV:

For the avoidance of doubt, the parties acknowledge that the threshold is an aggregate number, and is not Submarket specific (*i.e.*, all of the proceeds from the Submarkets are to be pooled and treated as a collective amount, and not segregated or accounted for separately).

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As of the date of this First Amendment, SBS and ACV have determined that they will received the following proceeds:

SBS (for Station WTCV):
ACV (for Station WIRS):
ACV (for Station WKPV):

Total Proceeds to be Received:

SBS Allocation of of the Total Proceeds:

ACV Allocation of of the Total Proceeds:

After FCC Proceeds are Received by Each Party
ACV will immediately pay SBS: