

SECOND AMENDMENT TO
CHANNEL SHARING AND FACILITIES AGREEMENT

This Second Amendment to Channel Sharing and Facilities Agreement (this "Second Amendment") is made as of June 23, 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 and that certain First Amendment to Channel Sharing and Facilities Agreement dated as of May 8, 2017 (collectively, the "Channel Sharing Agreement"). SBS and ACV desire to further modify the obligations under the Channel Sharing Agreement in accordance with this Second Amendment.

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

1. Amendment. SBS and ACV agree:

- (a) The first sentence of Section 2.1(a) of the Channel Sharing Agreement shall be deleted in its entirety. For avoidance of doubt, Section 2.1(b), which provides that the parties shall implement a fixed allocation based on a 50/50 split of bits of the Shared Channel for their respective broadcast needs until the parties mutually agree otherwise.
- (b) A new Section 2.6 shall be added, as follows:

2.6. Shared Channels. Upon grant of the FCC applications for shared facilities, the following channels shall be shared:

<u>Community</u>	<u>Host</u>	<u>Guest</u>	<u>Post-Auction Channel</u>
San Juan	WJPX(DT)	WTCV(DT)	21
Ponce	WVOZ-TV	WKPV(DT)	36
Mayaguez	WVEO(DT)	WIRS(DT)	17

(c) A new Section 1.1(d) is added, as follows:

1.1. Term

(d) For avoidance of doubt, the Term of the post-auction channel-share arrangement shall be perpetual unless terminated in accordance with Article 6 (Termination and Remedies) of this Agreement.

2. Counterparts. This Second 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.

3. 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.

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

5. 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 Second Amendment as of the date written above.

**SPANISH BROADCASTING
SYSTEM HOLDING COMPANY,
INC.**

By: 

Name: Raúl Alarcón
Title: President & Chief Executive
Officer

By: 

Name: Joseph A. Garcia
Title: SEVP & Chief Financial
Officer

**AMERICA-CV STATION GROUP,
INC.**

By: 

Name: Carlos Vasallo
Title: President & Chief Executive
Officer

By: 

Name: Emilio Braun
Title: VP