

AMENDMENT

The applicant amends its application in order to submit the appended Channel Assignment Resolution Agreement, by and between Entravision Communications Corporation and Sangre de Cristo Communications, LLC, which memorializes the understanding governing the requested channel changes for Stations KCEC(TV), Denver, Colorado, KVSN-DT, Pueblo, Colorado, and KOAA-TV, Pueblo, Colorado.

CHANNEL ASSIGNMENT RESOLUTION AGREEMENT

This CHANNEL ASSIGNMENT RESOLUTION AGREEMENT ("Agreement") is dated as of the 16th day of October 2017, by and between Entravision Communications Corporation ("Entravision") and Sangre de Cristo Communications, LLC ("Sangre"), provided that this Agreement shall be binding and effective as of October 2, 2017.

RECITALS

WHEREAS, Entravision is a Delaware corporation and the parent of Entravision Holdings, LLC, a California limited liability company ("Holdings"). Holdings is the licensee of Digital Television Stations KCEC(TV), Denver, Colorado (Facility ID No. 24514) ("KCEC") and KVSNDT, Pueblo, Colorado (Facility ID No. 166331) ("KVSND").

WHEREAS, Holdings, in its capacity as licensee of KCEC, was granted, by letter from the Chief of the Video Division of the Media Bureau of the Federal Communications Commission (the "FCC"), dated June 28, 2017, a waiver of the requirement that it file its 90-day post-incentive auction application on or before July 12, 2017. Instead, it was authorized to file such an application in the First Priority Window (the "Window") of the FCC for post-incentive auction applications.

WHEREAS, Holdings, on September 15, 2017, filed an application (File No. 0000029913) (the "KCEC Application"), in the First Priority Window, in which it sought a change in output channel for KCEC from Channel 14 to Channel 28. By letter, dated September 20, 2017, the Chief granted Entravision a waiver of the termination date of the First Priority Window on the basis that Entravision was engaged in negotiations that Entravision had represented were expected to lead to the terms and conditions expressed in this Agreement.

WHEREAS, Sangre is a South Carolina limited liability company and the licensee of Digital Television Station KOAA-TV, Pueblo, Colorado (Facility ID No. 59014) ("KOAA"). The FCC reassigned KOAA to Channel 28 as its post-incentive auction channel and Sangre timely applied for and received a construction permit from the FCC, in File No. 0000028588, for operation of KOAA on that channel.

WHEREAS, Entravision has determined that KCEC's post-incentive auction assignment to Channel 14 presented problems arising from compliance with coverage requirements of the Spectrum Act and the FCC's rules and regulations, owing to the potential for interference to land-mobile radio operations that could require extensive and expensive remediation and would impact on KCEC's potential coverage contour. Discussions among the FCC and counsel and consulting engineers for KCEC have resulted in a channel resolution plan (the "Plan") that requires the mutual cooperation and agreement of Entravision and Sangre in filing mutually contingent applications for Stations KCEC, KOAA and KVSND.

WHEREAS, the Plan provides that Entravision and Sangre will take the following actions, in applications previously submitted or to be submitted to the FCC:

- A. Entravision will cause Holdings to amend the KCEC Application to operate on Channel 28 in place of Channel 14.
- B. Sangre will file a major modification application with the FCC requesting that KOAA's output channel be modified from Channel 28 to Channel 25.

C. Entravision will cause Holdings to file a major modification application with the FCC requesting that KVSN's output channel be modified from Channel 25 to Channel 27.

WHEREAS, Sangre has been informed by representatives of the FCC that the expenses it incurs in carrying out the Plan will be reimbursed by payments from the FCC's Television Broadcaster Relocation Fund (the "Fund"), which was financed under the terms of the Spectrum Act.

WHEREAS there is no assurance as to how the FCC will treat a request by Sangre for reimbursement from the Fund to carry out the portion of the Plan dealing with KOAA.

WHEREAS, Entravision and Sangre agree that Sangre will file and Entravision will cause Holdings to file applications seeking channel reassignments, for KOAA and KVSN, on or before October 2, 2017 (the "Filing Date"), in furtherance of the terms and conditions of the Plan and for the purpose of serving the public interest by resolving potential problems associated with KCEC's ability to provide broadcast television service to its viewing public as a result of its Channel 14 assignment.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party, intending to be legally bound, hereby agrees as follows:

1. Sangre shall prepare and submit on or before the Filing Date and use all commercially reasonable efforts to obtain the grant of, at its sole expense, but subject to the reimbursement and guarantee set forth in Section 8 below, the KOAA Application specifying Channel 25 as KOAA's output channel (the "KOAA Application").
2. Entravision shall cause Holdings to prepare and submit on or before the Filing Date and use all commercially reasonable efforts to obtain the grant of, at its sole expense, the KVSN Application specifying Channel 27 as KVSN's output channel (the "KVSN Application").
3. Entravision shall cause Holdings to amend the KCEC Application to reflect the execution of this Agreement on or before the Filing Date and to use all commercially reasonable efforts to obtain the grant of, at its sole expense, the KCEC Application specifying Channel 28 as KCEC's output channel.
4. In each of the KCEC Application, the KVSN Application and the KOAA Application (collectively the "Applications"), the applicants shall advise the FCC that each such application is mutually contingent upon grant by the FCC of the other Applications, and such mutual contingency shall at all times remain the posture of Sangre and Entravision for the duration of the Applications' respective pendency before the FCC. Should the FCC: (a) dismiss or deny the KVSN Application, and (b) such dismissal or denial does not prevent the grant of or cause impermissible interference to the KCEC Application, Sangre may, at its discretion, continue to pursue a grant of the KOAA Application if the KOAA Application can be granted consistent with the interference requirements of the FCC's rules, withdraw the KOAA Application, or seek the rescission of any permit that may have been granted pursuant to the KOAA Application. Should Sangre withdraw or seek the rescission of the KOAA Application, then with the exception of any payment obligations of Entravision pursuant Section 8 of this Agreement for expenses incurred on or before the date of such dismissal, denial, or withdrawal of the KOAA Application, this Agreement shall become null and void and neither party shall have any further obligations to the other hereunder.
5. Sangre shall prepare and submit, at its sole expense but subject to the reimbursement and guarantee set forth in Section 8 below, within 30 days after receiving the construction permit as requested in the KOAA Application, a revised FCC Form 2100, Schedule 399, reflecting the additional costs and expenses incurred by Sangre in carrying out the Plan.

6. Entravision shall prepare and submit, at its sole expense, within 30 days after receiving the construction permit as requested in the KVSN and KCEC Applications, a revised FCC Form 2100, Schedule 399, reflecting the additional costs and expenses incurred by Entravision in carrying out the Plan.

7. Entravision and Sangre agree to coordinate with the FCC staff regarding appropriate reimbursement procedures for the Plan, including, but not limited to, reimbursement from the Fund, and to provide information on such reimbursement procedures to each other.

8. In the event that the FCC does not reimburse Sangre from the Fund for the reasonable additional costs for the reimbursable expenses Sangre incurs associated solely with the channel change component of the KOAA Application, Entravision shall reimburse Sangre for such reasonable additional costs for reimbursable expenses so incurred; however, such costs shall not include costs for equipment or facilities, if any, requested by KOAA to maximize its signal. The reimbursement obligation of Entravision pursuant to this Section 8 shall be limited to a total of \$100,000.00. Sangre shall keep Entravision fully and timely informed of the FCC's actions on its submissions to the FCC for reimbursement from the Fund and, at the request of Entravision, shall seek administrative and judicial review of any FCC action failing or denying, in whole or in part, Sangre's reimbursement request for the channel change component of the KOAA Application, with the reasonable costs and expenses of such actions to be paid for by Entravision. Entravision may, at its discretion, provide legal representation, subject to Sangre's overall control, of such administrative and judicial review. Upon request, Sangre shall deliver to Entravision bills and receipts, reasonably satisfactory in form and content to Entravision, evidencing payment of expenses for which reimbursement is sought from Entravision and Entravision shall be entitled, at its expense, to audit such bills and receipts. Entravision's reimbursement payment shall be made within 21 days of the receipt of bills and receipts, in form and substance reasonably acceptable to Entravision. For the avoidance of doubt, the intention of this Section 8 is to provide that Entravision will guarantee that Sangre is not responsible for out-of-pocket costs that arise solely from the channel change component of the KOAA Application and is not intended to guarantee the reimbursement, in whole or in part, that Sangre would otherwise be entitled to receive were it to have undertaken and received reimbursement from the Fund for construction of the facilities proposed in File No. 0000028588 or covering the other elements of the work that are not related to the channel change component but are contained in the KOAA Application.

9. Entravision will be responsible for responding, at its cost and sole expense, to any petitions to deny, informal objections or other oppositions to the Plan or any applications for review, petitions for reconsideration, requests for stay or any other appeal or opposition to any action of the FCC approving the Plan, the KCEC Application, the KOAA Application, and the KVSN Application, as presented to the FCC. This Section 9 shall not extend to any maximization of facilities requested by Sangre in the KOAA Application, which shall remain the sole obligation of Sangre to defend. For the avoidance of doubt, it is the intention of the parties that Entravision will defend the Plan, Entravision, and Sangre against any claims made to the FCC, provided that those claims deal with the Plan and the channel changes that are proposed by it and Sangre will defend, at its sole expense, any claims made to the FCC that deal solely with the maximization of the KOAA facilities.

10. Entravision and Sangre acknowledge that it is in the public interest and in their mutual interests to implement the Plan and that their mutual understandings and the implementation by them of their obligations under the Spectrum Act, as memorialized in this Agreement, serve as consideration for this Agreement. Except for the mutual understandings herein, no other requirements or consideration have been received or promised by or to Entravision and Sangre in connection with this Agreement.

11. Entravision and Sangre represent and warrant that this Agreement has been approved by duly approved by necessary corporate action on their part.

12. Entravision and Sangre shall file a copy of this Agreement with the FCC as part of their KOAA Application and the KVSN Application and Entravision shall do so in an amendment to the KCEC Application.

13. Entravision and Sangre agree that they will cooperate with each other in the application process needed to secure FCC grant of the KCEC Application, the , KOAA Application, and the KVSN Application and in securing reimbursement from the Fund for the expenses they will incur in effectuating the Plan.

14. This Agreement may only be amended by an instrument in writing signed on behalf of Entravision and Sangre. This Agreement constitutes the entire agreement and understanding of Entravision and Sangre and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement, either express or implied, is intended or shall be construed to give any rights to any person or entity other than Entravision and Sangre and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one and the same original signature page.

15. Representations, Warranties and Covenants. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the execution and delivery of this Agreement. The covenants and agreements in this Agreement to be performed after the date hereof shall survive until fully performed.

16. Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

17. Fees and Expenses. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, agents, and representatives.

18. 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 sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

If to Entravision:

Entravision Communications Corporation
Suite 6000 West
2425 Olympic Boulevard
Santa Monica, CA 90404
Attention: Mr. Jeffery A. Liberman
President and Chief Operating Officer

with a copy to:

Entravision Communications Corporation
Suite 6000 West
2425 Olympic Boulevard
Santa Monica, CA 90404
Attention: Mr. Mark Boelke
General Counsel and Executive Vice President of Legal
Affairs

If to Sangre:

Cordillera Communications
55 East Fifth Street
Suite 700
Saint Paul, MN 55101
Attention: Mr. Bo Ebeling
Director of Business Operations

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 19.

19. Entire Agreement; Amendment. This Agreement and all documents to be delivered pursuant hereto collectively represent the entire understanding and agreement between Entravision and Sangre and with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

20. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

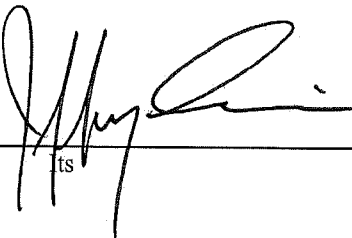
21. Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within Kent County, State of Delaware and any appellate court from any such court, for the resolution of any such claim or dispute.

22. Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Entravision, Sangre and their respective heirs, successors, and permitted assigns. Neither Entravision nor Sangre may assign this Agreement without the prior written consent of the other.

CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, Entravision Communications Corporation and Sangre de Cristo Communications, LLC have executed this Agreement as of the date first written above.

ENTRAVISION COMMUNICATIONS
CORPORATION

By:  _____
Its

SANGRE DE CRISTO COMMUNICATIONS, LLC

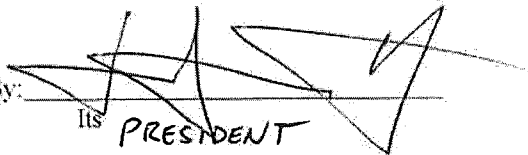
By: _____
Its

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ENTRAVISION COMMUNICATIONS
CORPORATION

By: _____
Its

SANGRE DE CRISTO COMMUNICATIONS, LLC

By:  _____
Its **PRESIDENT**