EXECUTION VERSION
12/14/2018

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In re Applications of	)	MX Group No. 112
	)	
ENTRAVISION HOLDINGS, LLC KDTF-LD, San Diego, California Facility ID No. 13022	))))	LMS No. 0000053785
ENTRAVISION HOLDINGS, LLC KHAX-LP, Vista, California Facility ID No. 70394	))))	LMS No. 0000053783
INTERNATIONAL COMMUNICATIONS NETWORK, INC. KSDY-LD, San Diego, California Facility ID No. 56830	))))	LMS No. 0000052238

For Construction Permits for Displacement Low-Power Television Stations on Channel 25 at Vista and San Diego, California

To: The Chief
Mass Media Bureau

JOINT REQUEST FOR APPROVAL OF SETTLEMENT AGREEMENT

Entravision Holdings, LLC ("Entravision") and International Communications Network, Inc. ("ICN"), both applicants for construction permits for displacement low-power television stations on Channel 25 at San Diego, California, acting pursuant to Section 73.3525 of the Commission's Rules, respectfully request that the Commission grant this Joint Request for Approval of Settlement Agreement ("Joint Request"), approve the engineering-based settlement as proposed herein and in a letter agreement, dated December 3, 2018 and attached as Exhibit 1 hereto (the "Agreement"), and grant the above-referenced applications, as amended, through the

issuance of construction permits, on Channel 25 for Entravision's Station KHAX-LP, on Channel 16 for Entravision's Station KDTF-LD, and, on Channel 31 for ICN's Station KSDY-LD, arising from the filing of this Joint Request. In support of this request, the following is shown:

1. Entravision and ICN were applicants in the special displacement application filing window for low-power, TV translator and analog-to-digital replacement translator stations. *Incentive Auction Task Force and Media Bureau Announce Post Incentive Auction Special Displacement Window April 10, 2018, Through May 15, 2018, and Make Location and Channel Data Available,* 32 FCC Rcd 1234 (IATF and MB 2018). The Commission subsequently determined that the three applications are mutually exclusive with each other. *Incentive Auction Task Force and Media Bureau Announce Settlement Opportunity for Mutually Exclusive Displacement Applications Filed During the Special Displacement Window*, DA 18-1108, released October 30, 2018. As a result, the applications have been placed in MX Group 112. This Joint Request and the Agreement propose mutually acceptable engineering modifications to ICN's application in response thereto. Specifically, pursuant to the Agreement, ICN is amending its above-captioned application to propose operation of KSDY-LD on Channel 31, where it will operate on a mutual interference acceptance basis with Entravision's co-channel station KTCD-LD, San Diego, California. In turn, Entravision is amending its above-captioned application for Station KDTF-LD, to propose operation on Channel 16[1], where it will no longer be mutually exclusive with any other operating station or applicant. These amendments, by Entravision and ICN, will facilitate grant of Entravision's application for Station KHAX-LP on Channel 25, which will no longer be mutually exclusive with any other application. The proposed

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1 Station KDTF-LD is currently operating on Channel 16 pursuant to Special Temporary Authority granted in LMS No. 0000055344.

engineering modifications will result in the removal of the mutual exclusivity of the three Channel 25 applications in MX Group No. 112 and permit the grant of the three applications, as amended. This result is consistent with the policy announced by the Commission for the settlement of mutually exclusive applications during this window. *Supra.*

2. Attached hereto as Exhibit 1 is a copy of the Agreement. Attached hereto as Exhibit 2 are the declarations executed by each of the parties setting forth the information required by Section 73.3525(a). The applicants are submitting the required application amendments electronically in the LMS filing system. These amendments incorporate the Joint Request and, where applicable, the engineering modifications being proposed by each of the applicants.

3. The public interest is well served by the Commission's approval of this Joint Request. By the understanding that they have reached, the parties have provided for a result that will allow for the two applicants to construct their three proposed stations and, thereby, offer additional broadcast services while maximizing the use of the available and limited broadcast spectrum. This negotiated result, which might not have occurred as a result of competitive bidding, best serves the public interest.

4. The Agreement and the Joint Request are expressly contingent upon the Commission issuing an order granting this Joint Request, approving the Agreement, and granting the three applications, as amended. Accordingly, the parties request that the Commission adopt an order taking such actions and promptly issuing public notices thereof.

5. As recognized by the Commission, in opening up the settlement period for these mutually exclusive applications, the preferable vehicle for the resolution of mutually exclusive minor modifications is the negotiation and settlement process, including engineering amendments, not the route of competitive bidding. The parties have chosen to act accordingly

and eliminate the need for competitive bidding. Grant of the instant Joint Request will serve the public interest by conserving Commission resources in connection with competitive bidding and allow Entravision and ICN to continue to provide broadcast television service to the San Diego DMA, following completion of the incentive auction and the attendant repacking process.

WHEREFORE, the above premises being considered, the above-captioned parties respectfully request that the Commission grant this Joint Request, approve the Agreement, and grant the applications of Entravision Holdings, LLC and International Communications Network, Inc. for displacement construction permits.

Respectfully submitted,

ENTRAVISION HOLDINGS, LLC

By:_____

Barry A. Friedman
Thompson Hine & Flory LLP
Suite 700
1919 M Street, NW
Washington, D.C. 20036
(202) 331-8800

INTERNATIONAL COMMUNICATIONS NETWORK, INC.

By:_____

Gregory L. Masters
Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006
(202) 719-7370

Dated: December 14 , 2018
4836-3993-2289

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Dated: December 14 , 2018
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EXHIBIT 1

December 3, 2018

Mr. Jeffery A. Liberman
President and Chief Operating Officer
Entravision Communications Corporation
Suite 250
5700 Wilshire Boulevard
Los Angeles, California 90036

Re: Interference and Reciprocal Multicast Carriage Agreement
KTCD-LD, San Diego, CA (Fac. ID 19782)
KSDY-LD, San Diego, CA (Fac. ID 56830)

Dear Mr. Liberman:

This letter agreement ("Letter Agreement") sets forth the terms of an interference and reciprocal multicast carriage arrangement by and between Entravision Communications Corporation (collectively with its licensee subsidiary Entravision Holdings, LLC, "Entravision"), the parent of the licensee of Stations KTCD-LP, San Diego, CA (Fac. ID 19782) ("KTCD"), KHAX-LP, Vista, CA (Fac. ID 70394) and KDTF-LD, San Diego, CA (Fac. ID 13022), and International Communications Network, Inc. ("ICN"), the licensee of Station KSDY-LD, San Diego, CA (Fac. ID 56830) ("KSDY"). Entravision and ICN desire to enter into this Letter Agreement to: (1) resolve an existing mutual exclusivity between displacement applications filed by Entravision for KHAX-LP and KDTF-LD and by ICN for KSDY; (2) provide for mutually acceptable over-the-air broadcast transmissions of both KTCD and KSDY; and (3) provide for the carriage of each party's station on the other party's station under what is known in the commercial television industry as a multicast basis.

Except as expressly set forth herein, references to Entravision's station shall mean KTCD and references to ICN's station shall mean KSDY.

By executing this Letter Agreement, and in consideration of the mutual understandings set forth below, Entravision and ICN agree to be bound by the following:

1. Background. KTCD is currently licensed to operate in analog on RF channel 46. On October 23, 2018, the Federal Communications Commission ("FCC") granted Entravision's displacement application to "flash cut" KTCD to RF channel 31 and transition to digital broadcasting as KTCD-LD (the "KTCD Displacement App"). KSDY is currently licensed to operate in digital on RF channel 50. ICN has a pending displacement application to modify KSDY to operate on RF channel 25 (the "KSDY Displacement App"). The KSDY Displacement App is mutually exclusive with displacement applications submitted by Entravision for stations KHAX-LP and KDTF-LD, both of which also propose to operate on RF channel 25. ICN desires to amend the

KSDY Displacement App during the FCC's current settlement window for mutually exclusive LPTV displacement applications, which began on October 20, 2018 and terminates on January 10, 2019 (the "Settlement Window"), in order to propose to operate KSDY on RF channel 31 rather than RF channel 25 using substantially the same transmission facilities as set forth in the KSDY Displacement App (the "Amended KSDY Displacement App"), thereby removing the KSDY Displacement App's mutual exclusivity with Entravision's displacement applications for KHAX-LP and KDTF-LD. Entravision supports this resolution pursuant to the terms of this Letter Agreement and the parties agree that the result of these understandings will be FCC grants of the applications of KHAX-LP and KDTF-LD and the Amended KSDY Displacement App.

2. Term. The term of this Letter Agreement shall commence on the date of full execution of this Letter Agreement (the "Commencement Date") and shall expire, subject to any early termination as specifically provided in this Letter Agreement, at midnight on the day prior to the tenth anniversary of the Commencement Date (the "Initial Term"). So long as Entravision is not in material default under the terms of this Letter Agreement, Entravision shall have an option to extend the term of this Letter Agreement for additional terms of five (5) years following the Initial Term (each an "Extended Term"). Any Extended Term option shall be exercised only by written notice from Entravision to ICN, given no less than three (3) months prior to the expiration of the then-current Initial Term or Extended Term. The parties shall perform the terms of this Letter Agreement, during any Extended Term, upon the same terms, covenants and conditions contained herein. As used in this Letter Agreement, "Term" means the Initial Term and any Extended Term.

3. Interference Agreement. Entravision hereby agrees to accept any and all interference caused to KTCD by KSDY's operations on RF channel 31 from facilities substantially similar to those set forth in the Amended KSDY Displacement App. ICN hereby agrees to accept any and all interference caused to KSDY by KTCD's operations on RF channel 31 from facilities substantially similar to those set forth in the KTCD Displacement App. For the avoidance of doubt, the provisions of this Section 3 shall survive any expiration or early termination of this Letter Agreement.

4. KSDY Amendment. ICN shall file the Amended KSDY Displacement App as soon as practicable following the execution of this Letter Agreement. For the avoidance of any doubt, Entravision shall not object to the Amended KSDY Displacement App and shall take all actions reasonably requested by ICN and consistent with this Letter Agreement to facilitate the grant of the Amended KSDY Displacement App. Entravision agrees that ICN may file a copy of this Letter Agreement with the Amended KSDY Displacement App.

5. KSDY STA. Prior to the grant by the FCC of the Amended KSDY Displacement App, ICN may file a request for Special Temporary Authority to operate from the technical facilities proposed in the Amended KSDY Displacement App (the "KSDY STA"). To the fullest extent permissible under the FCC's rules and regulations, the terms of this Letter Agreement shall apply to KSDY-LD's operations pursuant to the KSDY STA. Entravision shall not object to the KSDY STA and shall take all actions reasonably

requested by ICN and consistent with this Letter Agreement to facilitate the grant of the KSDY STA.

6. Settlement of Mutual Exclusivity. The parties agree and acknowledge that this Letter Agreement is intended to constitute a settlement of the mutual exclusivity between the KSDY Displacement App and Entravision's displacement applications for KHAX-LP and KDTF-LD. ICN and Entravision agree to cooperate and take all steps reasonably necessary to obtain favorable FCC action on the resolution contemplated by this Letter Agreement, including but not limited to the amendment or refiling of applications, the preparation and prosecution of a joint request seeking approval of this Letter Agreement, and compliance with all FCC procedures in connection with the Settlement Window and the terms of the FCC's Public Notice, DA 11-08, released October 30, 2018.

7. Multicast Agreement. No later than the date that both KSDY and KTCD have commenced operations on RF channel 31: (i) Entravision shall allocate one-half of the bandwidth capacity on KTCD to rebroadcast all video streams broadcast on KSDY; and (ii) ICN shall allocate one-half of the bandwidth capacity on KSDY to rebroadcast all video streams broadcast on KTCD; provided, however, that the parties shall work together in good faith to ensure that the number of streams broadcast by either KSDY or KTCD does not result in a material degradation of the other station's streams using the allocated half of the bandwidth capacity on the rebroadcasting station. During the Term, the parties agree in good faith to set and maintain an agreed upon predicted level of mutual interference between KSDY and KTCD on RF channel 31 and the predicted over-the-air service contours of each station, and to mutually discuss and/or implement such modifications to one or both of the stations' facilities as the parties agree would be mutually beneficial in light of technological developments. For the purpose of implementing the multicasting set forth in this Section, the parties agree as follows (whereby the party providing the programming to be multicast shall be the "Programming Party" and the party transmitting the programming of the Programming Party shall be the "Transmitting Licensee"):

    a. The Programming Party shall be responsible for all costs associated with installing and/or maintaining equipment at the Transmitting Licensee's facilities reasonably required to implement the multicast arrangement, including, but not limited to, equipment necessary to receive the signal of the station to be multicast and additional encoders required to facilitate multicasting; provided, however, that if a Transmitting Licensee designates a site located more than 20 miles from the transmitter site contained either in the KTCD Displacement App or the Amended KSDY Displacement App, to receive the multicast programming from the Programming Party (a "Distant Receive Site"), the Transmitting Licensee shall be responsible for any incremental costs associated with delivering the signal to the Distant Receive Site.

    b. Other than the costs directly related to transmitting the multicast streams of the Programming Party, each Transmitting Licensee shall be responsible for all costs associated with operating its own station.

c. Each Transmitting Licensee shall broadcast the programming of the Programming Party without alteration, deletion or delay except as set forth in subsection 7(i) below.

d. Each party shall be responsible for the content and composition of its programming and for the cost of licensing, obtaining and producing its programming. A Programming Party may contract with unaffiliated third parties for the provision of a portion of the programming on its station to be retransmitted by the Transmitting Licensee. Each party acknowledges that ownership of or license rights in the programming provided by the Programming Party shall be and remain vested in Programming Party, and the Transmitting Licensee does not by this Letter Agreement or otherwise acquire any right, title, license or interest in or to any programming of the Programming Party.

e. Each Programming Party shall obtain and maintain in full force and effect at all times that it is providing programming to the Transmitting Licensee contracts with music licensing agencies, and ultimately shall be responsible to pay all music license fees attributable to the programming provided by the Programming Party or billed to it by music licensing agencies with respect to the programming provided by the Programming Party. The Programming Party shall be responsible for any and all fees charged by ASCAP, BMI, SESAC or similar performing rights organizations in the programming provided by the Programming Party, whether such fees are assessed against the Programming Party based on the programming or against Transmitting Licensee based on the ownership of the station (but neither party shall be responsible for fees related to the other party's programming). Each party shall promptly provide the other, upon request, with all information that is reasonably necessary for the Transmitting Licensee to complete required reports to the music licensors or performing rights organizations, insofar as those reports relate to programming provided by the Programming Party and revenues therefrom.

f. All programming provided by the Programming Party shall comply with the Communications Act of 1934, as amended, all FCC Rules, regulations and policies and all other applicable federal, state or local laws (collectively, "Laws") and shall not violate any third party rights. Each party shall cooperate with the other party in regard to compliance with the political broadcasting provisions of the Laws.

g. The Programming Party shall at no time represent itself to be the licensee or owner of the Transmitting Licensee's station.

h. Each party agrees that neither it nor its agents, employees, consultants or personnel shall accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, without limitation, a commission, discount, bonus, materials, supplies or other merchandise, services or labor (collectively, "Consideration"), from any merchant, advertiser or other third party providing content to the Programming Party, whether or not pursuant

to written contracts or agreements between the Programming Party and such merchants, advertisers, or other person or entity, unless the person or entity paying such Consideration is identified in the program for which the Consideration was provided as having paid or furnished such Consideration in accordance with the Laws.

i. Notwithstanding anything to the contrary in this Letter Agreement, each Transmitting Licensee shall have full authority, power and control over the operation of its station and over all persons working at its station during the Term, and shall be responsible for any FCC filings and the payment of any FCC regulatory fees. Nothing contained herein shall prevent the Transmitting Licensee from (*a*) rejecting or refusing programming which the Transmitting Licensee (*i*) reasonably believes in good faith to be contrary to the public interest, (*ii*) contains content which violates the rights of any third party or (*iii*) does not meet the requirements of the Laws, or (*b*) substituting programs which Transmitting Licensee reasonably believes in good faith to be of greater local or national importance. Each Transmitting Licensee expressly agrees that its rights of preemption, rejection, and refusal shall be exercised in good faith and shall not be exercised in an arbitrary manner or for obtaining commercial advantage. The parties shall cooperate with each other to ensure that the following are properly complied with and performed: the Emergency Alert System transmissions, the requirements of the Commercial Advertisement Loudness Mitigation (CALM) Act of 2010 and the regulations of the FCC promulgated under such Act, and the closed captioning of programming.

j. Neither party shall upgrade its respective station to the broadcast standard known as ATSC 3.0 or any other new broadcast standard that is not backwards compatible with the standard used by the other station without the written consent of the other party, provided, however, that either party may upgrade to a broadcast standard used by eighty-five percent (85%) of the full-power commercial and non-commercial television stations in the San Diego Nielsen Designated Market Area ("DMA") upon at least sixty (60) days' notice to the other party whether or not the other party has provided written consent. Notwithstanding the foregoing, upon the announcement by a full-power commercial or non-commercial television station in the San Diego DMA of its intent to adopt ATSC 3.0, either party may request and both parties shall engage in good faith negotiations concerning the mutual adoption of ATSC 3.0 for their stations.

k. Each Transmitting Licensee shall maintain the facilities of its respective station in accordance with good engineering practices used in the industry for digital, low power television stations and shall use commercially reasonable efforts to promptly repair its facilities as soon as possible after any malfunction that disrupts its transmission of the other party's programming. It is the intention of the parties that each party's station operate on a 24x7x365 basis, except for such time periods, mutually agreed to, for coordinated maintenance purposes and excluding any time needed for emergency repairs.

l. Each party may implement, at its own expense, such systems as it deems reasonably necessary to monitor and audit a Transmitting Licensee's compliance with the allocation of bandwidth as provided for in this Section 7. Where such monitoring systems require the cooperation of the other party, the other party shall reasonably cooperate provided that all out-of-pocket costs and expenses in doing so are incurred or reimbursed by the requesting party. In the event that a party reasonably determines, based on the monitoring systems it implements, that a Transmitting Licensee has failed to comply with its allocation of bandwidth, that party may notify such Transmitting Licensee of its determination and the parties shall immediately (i.e., within two business days) meet and confer in good faith as to the bandwidth allocation dispute and such methods and procedures necessary and proper to resolve any compliance failures that they agree have occurred and need to be remediated. Should the parties fail to agree promptly as to any claimed bandwidth allocation violations or necessary and proper remedial actions, either party may seek to secure resolution thereof, including by specific performance of the terms and conditions of this Section 7, as provided for in Section 10 of this Letter Agreement.

8. Termination. Either party shall have the right to terminate this Letter Agreement by written notice to the other during the Term as follows:

a. If a party fails to perform its obligations under this Letter Agreement in any material respect or breaches its representations made by it under this Letter Agreement in any material respect, and such breach or default continues for a period of twenty (20) days after the non-defaulting party has provided the defaulting party with written notice thereof, then the non-defaulting party may terminate this Letter Agreement by giving written notice to the defaulting party, except that a party that is engaged in good faith efforts to cure its breach shall have up to an additional sixty (60) days in which to do so; or

b. Upon (*i*) the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (other than chapter 11 reorganization) which is not dismissed within sixty (60) days of the date of filing, (*ii*) the other party making an assignment for the benefit of creditors or (*iii*) the other party's dissolution or ceasing to do business.

9. Survival. In the event of the termination of this Letter Agreement pursuant to Section 8, this Letter Agreement shall forthwith become null and void and have no effect, and the obligations of the parties under this Letter Agreement shall terminate, except that Sections 3, 9, 12, 14, and 17 hereof shall survive any expiration or termination of this Letter Agreement. No termination shall relieve a party of liability for failure to comply with this Letter Agreement prior to termination.

10. Remedies.

a. In the event of a breach or default by a party under this Letter Agreement, the other party shall be entitled to all available remedies at law or in equity.

Termination of this Agreement shall not relieve any party of any liability for breach or default under this Letter Agreement prior to the date of termination.

b. In addition to any other available remedies, in the event of failure or threatened failure by a party to comply with the terms of this Letter Agreement, the other party shall be entitled to an injunction restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Letter Agreement by a decree of specific performance requiring compliance with this Letter Agreement. The rights and remedies of the parties hereto shall be cumulative.

11. Insurance. During the Term, each party shall maintain levels of insurance that are commercially reasonable in connection with the commercial television industry and shall include, but shall not be limited to, broadcasters' liability coverage.

12. Indemnity.

a. Each party shall indemnify, defend and hold harmless the other party and its parent and affiliated entities, employees, officers, directors, agents and representatives from and against any and all claims, damage, loss, liability, cost or expense (including reasonable attorneys' fees) (collectively, "Damages") arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative (collectively, "Claims") arising out of or relating to: (*i*) any breach of or default of any representation, warranty, covenant or other provision of this Letter Agreement by the indemnifying party, (*ii*) the programming provided by the indemnifying party for broadcast on the other party's station, including with respect to the content thereof (including, but not limited to, slander and defamation), and (*iii*) the indemnifying party's use, if any, of the other party's facilities.

b. In no event will either party have any liability, whether based on contract, tort (including negligence or strict liability), warranty or any other legal or equitable grounds, for any punitive, consequential, indirect, exemplary, special or incidental loss or damage suffered by the other arising from or related to the performance or nonperformance of this Letter Agreement, including loss of data, profits, interest or revenue or interruption of business, even if the possibility of such losses or damages could have been anticipated or foreseen.

13. Representations. Entravision and ICN each represent and warrant to the other that it has the power and authority to enter into this Letter Agreement, it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of California (if such qualification is required), it has duly authorized the execution, delivery and performance of this Letter Agreement, this Letter Agreement is binding upon it, and the execution, delivery and performance by it of this Letter Agreement does not conflict with, result in a breach of or constitute a default or ground for termination under any agreement to which it is a party, and it is qualified under applicable Laws, to enter into and perform this Letter Agreement.

14. Expenses. Except as otherwise provided herein, Entravision and ICN shall pay its own expenses incident to the preparation and performance of this Letter Agreement, including all fees and expenses of its respective counsel.

15. Assignment. Neither Entravision nor ICN shall assign this Letter Agreement except to the FCC-approved assignee or transferee of their respective stations, and shall give the other party at least thirty (30) days' prior written notice of the consummation of any such assignment or transfer. No assignment shall relieve a party of any liability under this Letter Agreement. The terms of this Letter Agreement shall bind and inure to the benefit of the parties' respective successors and assigns. Nothing in this Letter Agreement expressed or implied is intended to give any rights to any person or entity other than the parties hereto and their successors and assigns.

16. Force Majeure. Neither party shall be liable to the other party for any failure or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including without limitation a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities or act of God.

17. Severability. If any court or governmental authority holds any provision in this Letter Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Letter Agreement in any material respect, this Letter Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Letter Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. Either party may file a copy of this Letter Agreement in its station's online public inspection file, if such filing requirement applies to it.

18. Right of First Refusal. In the event that a party receives and wishes to accept a bona fide offer to purchase the party's station (each such offer, an "Offer"), then party shall immediately notify the other party of such Offer in writing (including, without limitation, the prospective purchaser's name and the material terms of such Offer), and the other party will have a freely assignable right of first refusal on each such Offer in accordance with the following:

    18.1 The other party will have thirty (30) calendar days following its receipt of any given Offer to elect to exercise its right of first refusal;

    18.2 In the event that, with respect to any given Offer, the other party elects to purchase the station, then the terms of such purchase will include, in their entirety, the terms included in the Offer as provided to the other party, and the party and the other party shall negotiate in good faith other applicable terms, conditions, representations, warranties, and covenants that are customary in the industry;

    18.3 If an Offer is modified in any material way after the party has provided it to the other party, then the party shall provide the updated Offer to the other party in accordance

with the requirements of this Section 18 and the other party will have another thirty (30) calendar days, from the date of receipt of the modified offer, to consider such Offer;

18.4 In the event that, with respect to any given Offer, the other party does not elect to exercise its right of first refusal, then the party shall have one hundred eighty (180) calendar days following the expiration of the other party's right (or, if earlier, the other party's refusal) to consummate the sale on terms and conditions that include those set forth in the Offer, and if the party does not timely close such purchase as set forth in this Section 18, then such Offer will again be subject to the other party's right of first refusal as set forth in this Section 18; and

18.5 In the event of the party's breach of this Section 18, in addition to all other rights and remedies that the other party may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved, the other party shall have the right to obtain specific performance of such party's obligations.

19. Governing Law. The construction and performance of this Letter Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof.

20. Certifications. Each party certifies that it maintains ultimate control over its station's facilities including, specifically, control over the station's finances, personnel and programming.

21. Notices. All notices, demands and other communications given or delivered under this Letter Agreement shall be in writing and shall be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to Entravision or ICN shall, unless another address is specified in writing, be sent to the address indicated below:

To Entravision: Entravision Communications Corporation
Suite 250
5700 Wilshire Boulevard
Los Angeles, CA 90036
Attn: Mr. Jeffery A. Liberman
Phone: 323-900-6390
Email: jliberman@entravision.com

With a copy (which shall not constitute notice) to:

Entravision Communications Corporation
Suite 6000 West
2425 Olympic Boulevard
Santa Monica, CA 90404
Attn: General Counsel
Phone: (310) 447-3870
Email: mboelke@entravision.com

To ICN:

International Communications Network, Inc.
160 Thorn Street
Suite 200
San Diego, CA 92103-5657
Attn.: Maxwell C. Agha and Michelle Diaz Agha
Phone: (619) 230-0330
Email: Maxwell.Agha@bhlflaw.com and
mdiaz@icntv50.com

If the foregoing is in accordance with the parties' mutual intentions and constitutes mutually desirable terms, please so indicate by signing this Letter Agreement. Each party's signature to this Letter Agreement may be delivered to the other party by facsimile or other means of electronic transmission of a scanned document (e.g., pdf or similar format) and shall constitute valid signatures for all purposes hereunder, and shall bind the parties to the same extent as the original signature.

Very truly yours,

INTERNATIONAL COMMUNICATIONS NETWORK, INC.

By: _____

Name: Maxwell C. Agha

Title: Chief Executive Officer.

Date: November 30th, 2018.

AGREED AND ACCEPTED

ENTRAVISION COMMUNICATIONS CORPORATION

By: _____

Name: Jeffery A. Liberman

Title: President and Chief Operating Officer

Date: December 3, 2018

4820-2888-4346

EXHIBIT 2

DECLARATION OF MAXWELL C. AGHA

I, Maxwell C. Agha, do hereby declare and state under penalty of perjury as follows:

1. I am Chief Executive Officer of International Communications Network, Inc. ("ICN"), the licensee of low power television station KSDY-LD, San Diego, California. ICN has filed a displacement modification application for KSDY-LD (LMS File No. 0000052238).

2. ICN has entered into a letter agreement (the "Agreement") with Entravision Communications Corporation ("Entravision"), which through its license subsidiary has filed displacement modification applications for low power television stations KDTF-LD, San Diego, California (LMS File No. 0000053785) and KHAX-LP, Vista, California (LMS File No. 0000053783) which are mutually exclusive with the KSDY-LD application. A true and complete copy of the Agreement is attached to the foregoing Joint Request for Approval of Settlement Agreement (the "Joint Request"). Approval of the Joint Request and the Agreement would be in the public interest because such action would resolve the mutual exclusivity among the KSDY-LD, KDTF-LD and KHAX-LP displacement applications, conserve Commission resources in connection with competitive bidding, and allow ICN and Entravision to continue to provide broadcast service to the San Diego, California area via their respective low power television stations.

3. The Agreement is the only agreement, written or oral, between or among the parties to the Agreement.

4. ICN's application was not filed for the purpose of reaching or carrying out the Agreement or any other agreement with any party.

5. Except as expressly set forth in the Agreement, neither ICN nor its principals have paid or promised payment of any money or other consideration to Entravision in connection with the resolution contemplated in the Agreement.

Dated: December 13, 2018

Maxwell C. Agha

DECLARATION

I, Jeffery A. Liberman, hereby declare, under penalty of perjury, as follows:

1. I am the President and Chief Operating Officer of Entravision Communications Corporation ("EVC"), the parent of Entravision Holdings, LLC ("Holdings").

2. Holdings is the applicant for displacement construction permits for low-power television stations KDTF-LD, San Diego, California (FIN: 13022) and KHAX-LP, Vista, California (FIN: 70394), in LMS Nos. 0000053785 and 0000053783.

3. Holdings did not file its applications with the intent of entering into a settlement agreement with any other party.

4. Neither EVC, Holdings, nor any person or entity acting on the part of EVC or Holdings, has: (i) been paid, (ii) been promised, (iii) paid, or (iv) promised to pay any consideration in connection with the Settlement Agreement entered into by and between EVC and International Communications Network, Inc., which is the other party to the Joint Petition requesting resolution of the mutual exclusivity between the two applicants.

5. EVC submits that the Settlement Agreement will serve the public interest and should be approved.

Executed at Los Angeles, California on this 12 day of December, 2018.

Jeffery A. Liberman