

EXHIBIT A

**WAIVER WITH RESPECT TO
CHANNEL SHARING AND FACILITIES AGREEMENT**

This Waiver with respect to Channel Sharing and Facilities Agreement (this "Waiver") is made as of May 31, 2016, 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 (the "Channel Sharing Agreement"). SBS and ACV desire to modify the obligations under the Channel Sharing Agreement in accordance with this Waiver.

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

1. Waiver. Seller and Buyer agree to modify the obligations under Section 1.2(e) of the Channel Sharing Agreement to allow ACV Stations WJPX and WJWN (which were previously designated to drop out in the first round of bidding in the Incentive Auction) to remain in the Incentive Auction for up to and including ten (10) rounds of bidding in the First Stage of the Incentive Auction. To the extent that the FCC conducts additional rounds and/or stages of the Incentive Auction, the original obligations under the Channel Sharing Agreement shall remain in full force and effect. Any additional mutually-agreed upon changes during the course of the Incentive Auction shall be documented in writing. Notwithstanding this Waiver, the obligations with respect to division of auction revenue set forth in Section 1.2(e) 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. ACV shall issue a corporate resolution consistent with the terms of this Waiver within five (5) business days of the full-execution of this Waiver, and promptly provide a copy of the same to SBS.

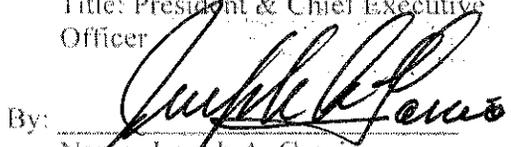
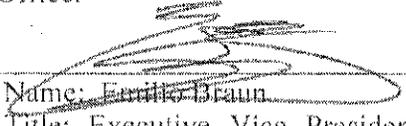
2. Counterparts. This Waiver may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and both of which counterparts together shall constitute one and the same fully executed instrument.

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 Waiver 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 Waiver as of the date written above.

<p>SPANISH BROADCASTING SYSTEM HOLDING COMPANY, INC.</p> <p>By:  Name: Raul Alarcón Title: President & Chief Executive Officer</p> <p>By:  Name: Joseph A. Garcia Title: SEVP & Chief Financial Officer</p>	<p>AMERICA-CV STATION GROUP, INC.</p> <p>By:  Name: Carlos Vasallo Title: President & Chief Executive Officer</p> <p>By:  Name: Emilio Braun Title: Executive Vice President & Director</p>
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