

## EXECUTION VERSION

### CHANNEL SHARING AND FACILITIES AGREEMENT

THIS CHANNEL SHARING AND FACILITIES AGREEMENT (this "Agreement") is made as of July 10, 2017 by and between WMTM, LLC a Delaware limited liability company ("Sharer") and Entravision Communications Corporation, a Delaware corporation ("Sharee").

#### Recitals

A. Sharer owns and operates the following television broadcast station, including its primary and all multicast streams ("Sharer's Station"), pursuant to licenses issued by the Federal Communications Commission (the "FCC"):

WIAV-CD, Washington D.C. (FCC Facility ID #168063)

B. Sharee owns (through a subsidiary) and operates the following television broadcast station, including its primary and all multicast streams ("Sharee's Station"), pursuant to licenses issued by the FCC:

WMDO-CD, Washington D.C. (FCC Facility ID #38437)

C. Sharee will relinquish the spectrum of Sharee's Station, and Sharer and Sharee will share Sharer's Station's channel (the "Shared Channel"), pursuant to licenses issued by the FCC to Sharer and Sharee.

E. Sharer owns and operates certain assets associated with the Sharer Station, including the antenna and transmitter, located at 4001 Nebraska Avenue NW, Washington D.C. 20016 (the "Transmitter Site"), which Transmitter Site is leased pursuant to that certain Lease Agreement, dated July 12, 2013, by and between Sharer and ATC Watertown LLC (formerly Richland Tower Companies) (the "Transmission Facilities Lease") and contains other equipment necessary for channel sharing that will be used by Sharer and Sharee in the operation of their respective stations broadcasting on the Shared Channel (the "Shared Equipment," and together with the Transmitter Site, the "Transmission Facilities").

F. Sharer and Sharee desire to enter into an agreement that is in accordance with existing and future FCC rules and published policies governing the broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)) ("Incentive Auction") and channel sharing agreements, including, without limitation, the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012 (the "Channel Sharing Order"), the Report and Order adopted in GN Docket No. 12-268, released June 2, 2014 (the "Incentive Auction Order"), the First Order on Reconsideration and Notice of Proposed Rulemaking adopted in GN Docket No. 12-268, released June 12, 2015 (the "First Order"), the Second Order on Reconsideration adopted in GN Docket No. 12-268, released June 19, 2015 (the "Omnibus Order"), the Second Order on Reconsideration in GN Docket No. 12-268, adopted October 21, 2015 (the "Second Order"), the Public Notices adopted in MB Docket No. 16-306 and GN Docket No. 12-268,

released January 27, 2017 (the “Transition Public Notices”), the Report and Order adopted in GN Docket No. 12-268, MB Docket No. 03-185, and MB Docket No. 15-137, released on March 24, 2017 (the “Expanded Sharing Order”), the Public Notice adopted in AU Docket No. 14-252, GN Docket No. 12-268, WT Docket No. 12-269, and MB Docket No. 16-306, released on April 13, 2017 (the “Auction Closing Public Notice”), and the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended (together with the Channel Sharing Order, the Incentive Auction Order, the First Order, the Omnibus Order, the Second Order, the Transition Public Notices, and the Expanded Sharing Order, and any other FCC orders or public notices relating to the Incentive Auction and channel sharing, the “Channel Sharing Rules”) on the terms set forth in this Agreement.

### Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: COMMENCEMENT PERIODS AND DATES; COMPENSATION

1.1. Term. The term of this Agreement (the “Term”) will begin on the date of this Agreement and, unless earlier terminated in accordance with this Agreement, will terminate on December 31, 2021.

1.2. Commencement of Shared Operations. The parties shall cooperate to transition Sharee’s Station to the Shared Channel and the Transmission Facilities (including a Replacement Channel (as hereinafter defined for operation of the Shared Channel) on a mutually agreeable schedule determined by the parties, in good faith, within the time required under the Channel Sharing Rules and as set forth below:

(a) Initial Commencement Date. The parties shall commence shared operations on the Sharer’s Current Channel no later than November 30, 2017 (“Initial Commencement Date”); provided however, that Sharee may extend the Initial Commencement Date, beyond November 30, 2017, in the following events (“Extension Events”): (i) in the event the FCC has not granted a channel sharing construction permit for the Current Channel, the Initial Commencement Date shall be extended up to sixty (60) days following issuance by the FCC of the channel sharing construction permit for the Current Channel, or (ii) in the event that Sharee is unable to complete the work required, pursuant to a construction permit issued by the FCC for WMDO to share the Current Channel, to allow the commencement of operations on the Current Channel, the Initial Commencement Date shall be extended so long as the Sharee is acting in good faith to complete the work necessary to carry out the terms and conditions of the channel sharing permit for the Current Channel. In the event that Sharee extends the Initial Commencement Date owing to an Extension Event as provided for in Subsection (a)(i), Sharee shall: (iii) commence making Sharing Payments on the date that is thirty (30) days after the FCC issues the construction permit for the sharing of the Current Channel and (iv) in the event Sharee extends the Initial Commencement Date owing to an Extension

Event as provided for in Subsection (a)(ii), Sharee shall commence making Sharing Payments on December 1, 2017. For clarity, it is not intended that the commencement of the making of Sharing Payments shall modify the applicable Initial Commencement Date and it is intended solely for the purpose of Sharee commencing the payment of compensation to Sharer for Sharee's intended use of the Current Channel;

(b) Replacement Channel Commencement Date. The parties shall begin shared operations on the Replacement Channel within thirty (30) days of written notice from Sharer to Sharee that construction of the Replacement Channel facility is complete and ready for shared operations and both Sharer and Sharee have received a construction permit from the FCC to operate on the Replacement Channel on the same terms and conditions ("Replacement Commencement Date"), provided that Sharee shall be permitted sufficient time to conduct program tests as specified in 1.3(d) below. Notwithstanding the foregoing, Sharee may extend the Replacement Commencement Date, for up to an additional sixty (60) days in the event that Sharee is unable to complete the work required to complete the transition to the Replacement Channel; provided that payments of the monthly Sharing Payment commenced on December 1, 2017; and

(c) Timing Issues Savings Clause. In the event of any issue as to the applicability of Subsections 1.2(a) and 1.2(b), Sharee's determination as to whether to make use of the currently licensed Shared Channel or the Replacement Channel shall prevail; provided, however, that Sharee shall commence payment of the monthly Sharing Payment on December 1, 2017, based on the amount of the monthly Sharing Payment applicable to the channel that Sharee notifies Sharer that it will commence operations on. For clarity, this provision is intended to avoid any dispute over timing and the applicable channel while ensuring that Sharer begins to receive Sharing Payments no later than December 1, 2017.

The Initial Commencement Date or the Replacement Commencement Date shall be the date Sharee begins broadcasting Sharee's Station on the currently licensed output Shared Channel or the Replacement Channel pursuant to FCC program test authority. Sharee shall be solely responsible for all costs associated with the provisioning and installation of equipment necessary to enable Sharee's Station to make use of the Shared Channel through the utilization of the Transmission Facilities.

### 1.3. FCC Filings.

(a) Channel Sharing on Current Output Channel. Within fifteen (15) business days after the date of this Agreement, Sharee shall file with the FCC and thereafter diligently prosecute a minor change application for a channel sharing construction permit for Sharee's Station to operate on Sharer's currently licensed output Shared Channel of Channel 44 ("Current Channel") in order to implement this Agreement (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information). Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee's preparation of such application. All costs associated with the minor change application shall be paid by Sharee. The parties shall cooperate in good faith to prepare,

submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement

(b) Channel Sharing on Replacement Channel. Within fifteen (15) business days after the FCC issues a Public Notice announcing the replacement channel awarded to Sharer in response to the filing it will make with the FCC in the Window (as hereinafter defined) (the "Replacement Channel"), Sharee shall file with the FCC and thereafter diligently prosecute a minor change application for a channel sharing construction permit for Sharee's Station in order to modify the implementation of this Agreement and to specify the Replacement Channel (and, if required, include with such application a copy of this Agreement with appropriate redactions of confidential information). Sharer shall furnish Sharee with such information and assistance as Sharee may reasonably request in connection with Sharee's preparation of such application. All costs associated with the minor change application shall be paid by Sharee. As used in this Agreement, Shared Channel and Replacement Channel shall mean the same channel sharing arrangement but shall involve a change in the actual output channel commonly used by the parties.

(c) Other Applications. The parties shall cooperate in good faith to prepare, submit, and prosecute any other applications with the FCC that may be necessary to implement the sharing arrangement contemplated by this Agreement, including, but not limited to applications by the Sharee's Station for licenses to cover FCC authorized channel sharing modifications.

(d) Testing Period. Sharee shall have up to fourteen days in which to undertake such installation and testing of equipment necessary for operation on the currently licensed output Shared Channel or the Replacement Channel, as the case may be.

1.4. Compensation. In consideration for the right to use the Shared Channel as set forth in this Agreement, Sharee shall pay Sharer at such times and in such amounts as set forth on *Schedule 1.4* (the "Sharing Payment").

1.5. Repacking. Sharer's Station was not entitled to mandatory preservation relating to the reorganization of broadcast spectrum in connection with the Incentive Auction and subsequent administrative proceedings related thereto (e.g., repacking of stations in the modified broadcast band, the "Repacking"). Sharer's Station was not provided with a designated channel reassignment in the initial phase of the Repacking process. Sharer's Station is permitted to file for, with no guarantee of receiving, the Replacement Channel during the first priority window (the "Window") following the filing window for stations entitled to participate in the Incentive Auction and Repacking, as more fully described in FCC *Public Notice*, DA 17-106, released January 27, 2017 (at Para. 34) ("Transition Public Notice"). Sharer shall use its best efforts to secure the Replacement Channel in the Window process and shall consult with and give due consideration to Sharee's recommendations in connection with the submission to be made by Sharer in the Window.

## ARTICLE 2: CAPACITY AND FCC LICENSES

2.1. Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, upon commencement of the channel sharing contemplated by this Agreement, Sharer and Sharee shall share the 6 MHz Shared Channel, consisting of a 19.39 Megabits per second (“Mbps”) bit stream, as allocated under the current ATSC 1.0 system, according to the formula set forth on *Schedule 2.1*. Sharer and Sharee may change the allocation of bandwidth in the manner set forth on *Schedule 2.1* at any time as they may mutually agree, provided that any such agreed upon allocation shall comply with the FCC’s requirements and, at a minimum, shall provide that each of Sharer and Sharee shall retain spectrum usage rights adequate to ensure a sufficient amount of the Shared Channel capacity to allow it to provide at least one Standard Definition over-the-air program stream at all times.

2.2. Encoding. In order to take advantage of a Stat Mux pool, Sharer and Sharee may implement a single, redundant common encoding pool. Each of Sharer and Sharee shall have the right to monitor and audit the Shared Channel’s encoding system, on no greater than a weekly basis, in order to ensure compliance with the terms of this Agreement. Each of Sharer and Sharee shall make all records of such encoding available to the other party upon reasonable advance request.

2.3. Technical Changes.

(a) Mandatory Changes. In the event that the FCC requires new standards of modulation or other technical or other modifications to the operation of the Transmission Facilities or the Shared Channel, the parties will timely make any such modifications in compliance with such requirements established by the FCC. Sharee shall reimburse Sharer for its pro rata share (in accordance with the capacity allocation to be provided to Sharee upon completion of the proposed modulation or technical modifications) of the costs to implement such modulation or technical changes. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following such modifications.

(b) New Transmission Technologies. Sharer shall determine if and when to adopt or deploy the new modulation standard or transmission technology currently known within the television industry as ATSC 3.0 (“ATSC 3.0 Upgrade”) for the Shared Channel. Sharer shall provide Sharee with written notice six (6) months prior to its implementation of the ATSC 3.0 Upgrade. Any budget and timeline for implementing the ATSC 3.0 Upgrade shall be determined by Sharer and shall comply with applicable FCC rules and regulations and meet generally accepted industry standards. Sharee shall reimburse Sharer for its pro rata share (in accordance with the capacity allocation to be provided to Sharee upon completion of the ATSC 3.0 Upgrade) of the costs to implement the ATSC 3.0 Upgrade. In the event that such changes alter the available bandwidth on the Shared Channel, Sharer and Sharee will cooperate to divide the available bandwidth following the ATSC 3.0 Upgrade. Notwithstanding the foregoing, Sharee shall not be responsible for reimbursement of expenses of the ATSC 3.0 work in the event such work is not completed within 14 months of the end of the Term.

(c) Other Upgrades. Except as provided in Sections 2.3(a) or (b), nothing in this Agreement is intended to prohibit either Sharer or Sharee from implementing new transmission systems or new technical standards for its station using the Shared Channel, unless

any such new system or standard could reasonably be expected to: (i) materially adversely affect the other party's station or the Shared Channel or (ii) require the other party to make a material change in its operations, in which event the other party's consent (not to be unreasonably withheld, delayed or conditioned) shall be required prior to implementing such new system or standard.

2.4. Transmissions. Each of Sharer and Sharee shall be responsible, at its sole expense, for transmitting its station's programming in a broadcast-ready format to the Transmitter Site or other receive site designated by Sharer, based on the technology in operation at the Transmission Facilities. Sharer shall transmit content provided by Sharee using the Shared Equipment. Except as provided herein, Sharer shall not alter the content provided by Sharee; provided, however that Sharer may: (i) encode, compress or modulate the content as required to multiplex together Sharer and Sharee content streams using the parameters agreed to in this Agreement and (ii) combine the transmitted information into a common PSIP format for transmission as agreed to in this Agreement.

2.5. Use of Capacity. Each party shall have the right to use its allocated capacity on the Shared Channel in such party's sole discretion in accordance with the terms of this Agreement and all FCC rules and regulations, including without limitation broadcasting one stream or multiple streams and broadcasting content provided by third parties; provided that: (i) a third party programmer shall not have the right to access the Shared Equipment without Sharer's prior written approval, and (ii) a party shall be responsible for all costs associated with adding multiple program streams requested by it to the encoding pool. Sharer shall have the right, in its sole discretion, to enter into additional channel sharing agreements within its allocated capacity. Sharee shall not enter into additional channel sharing agreements within its allocated capacity, but may enter into the leasing of broadcast time and multicast channel capacity with third parties.

2.6. FCC Licenses.

(a) Authorizations. Each of Sharer and Sharee represents and warrants to the other that it has obtained all main station FCC licenses necessary for its operations on its respective station as currently operated by it. Each of Sharer and Sharee shall maintain all such main station FCC licenses in full force and effect during the Term. Each party will promptly notify the other of any material communications to or from the FCC that relate to either the Shared Channel or this Agreement. Neither party shall make any filing with the FCC to modify the Shared Channel without the prior written consent of the other party.

(b) Compliance with Law. Sharer shall comply with this Agreement, the Channel Sharing Rules, and with all FCC and other applicable laws with respect to its ownership and operation of Sharer's Station and its use of the Shared Channel, and Sharee shall comply with this Agreement, the Channel Sharing Rules and with all FCC and other applicable laws with respect to its ownership and operation of Sharee's Station and its use of the Shared Channel. Sharer shall be solely responsible for all content it transmits on the Shared Channel, and Sharee shall be solely responsible for all content it transmits on the Shared Channel. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. In the event that the FCC adopts changes to the Channel Sharing

Rules, the parties will undertake good faith negotiations to amend this Agreement in order to comply with such changes to the Channel Sharing Rules.

(c) Control. Consistent with FCC rules, Sharer shall control, supervise and direct the day-to-day operation of Sharer's Station (including Sharer's employees, programming and finances), and Sharee shall control, supervise and direct the day-to-day operation of Sharee's Station (including Sharee's employees, programming and finances), and nothing in this Agreement affects any such respective responsibilities. Neither Sharer nor Sharee shall hold itself out as the licensee of the other's television station using the Shared Channel, and nothing in this Agreement shall give either party an ownership interest in the other party's station. Neither Sharer nor Sharee shall use the call letters of the other's television station in any medium in a false or misleading manner or in a manner suggesting common ownership, control or association.

(d) FCC Fees. Each of Sharer and Sharee shall be responsible for timely payment of all fees owed by it to the FCC with respect to its television station using the Shared Channel. Each of Sharer and Sharee shall be responsible for its pro rata share of the joint fees, if any, assessed by the FCC on the Shared Channel in proportion to the then-current capacity allocation. For purposes of clarification, joint fees shall include only those fees directly imposed on the Shared Channel, and shall not include any fees assessed by the FCC against either party or station on a separate and individual basis. If Sharer pays Sharee's portion of any joint fees imposed on the Shared Channel, Sharee shall reimburse Sharer within twenty (20) days after invoice for its share of such fees.

(e) Cooperation. Each of Sharer and Sharee shall cooperate with the other in good faith as to any reasonable requests made by the other with respect to operation of or transition to the Shared Channel or the Transmission Facilities that do not deprive it of the benefits of this Agreement or require it to incur obligations or liabilities not contemplated by this Agreement. Neither Sharer nor Sharee shall take any action that interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Transmission Facilities as contemplated by this Agreement. The parties shall promptly provide to each other copies of any applications, notices, letters, or other communications that they receive from or deliver to the FCC as well as summaries of any conversations they hold with the FCC.

2.7. Carriage Rights. Each party shall be solely responsible for exercising retransmission consent rights (or any other right of distribution) for its respective station, and neither party shall have any use, claim, or benefit of, or derive any carriage rights from or have any obligation under any carriage agreement of the other party.

### ARTICLE 3: OPERATIONS

#### 3.1. Transmission Facilities.

(a) Transmitter Site. Subject to the Transmission Facilities Lease, Sharer shall provide Sharee with access to and use of the Shared Equipment during normal business hours and upon 24 hours' notice outside of normal business hours, except in emergency situations in which event Sharer shall promptly provide such access. Sharee shall comply with and not act contrary to the terms of the Transmission Facilities Lease, permit to exist any lien,

claim or encumbrance on the Transmission Facilities or make material alterations to the Transmission Facilities (except in accordance with this Agreement). Sharee may use the Transmission Facilities only for the operation of its television station in the ordinary course of business and for no other purpose. Each of Sharer and Sharee shall comply in all material respects with all federal, state and local laws applicable to its operations using the Transmission Facilities. Each of Sharer and Sharee shall maintain, at its own expense, sufficient insurance with a reputable insurance company, with respect to its use of the Shared Equipment and operations from the Transmitter Site during the Term, as well as any requirements of the Transmission Facilities Lease, and shall name the other party as an additional insured under such policies.

(b) Shared Equipment.

(i) A list of material items of Shared Equipment as of the date of this Agreement has been prepared and separately agreed to by the parties. Sharer shall give due consideration to modifications to the Shared Equipment, necessary to carry out the terms and conditions of this Agreement, as suggested by Sharee. Title to all such Shared Equipment shall remain with Sharer, and Sharee shall not move, damage, impair or interfere with such equipment. The shared use under this Agreement does not constitute a conveyance of title.

(ii) During the Term, subject to the expense sharing under Section 3.5, Sharer shall operate, maintain and repair the shared Transmission Facilities in accordance with past practice. If at any time the Shared Channel is off the air or operating at a reduced power level, Sharer shall use commercially reasonable efforts to return the Shared Channel to the air and restore power as promptly as possible.

(c) Exclusive Equipment. Sharee may install equipment owned solely by it at the Transmitter Site that is reasonably acceptable to Sharer (such consent not to be unreasonably withheld, delayed or conditioned) and is consistent with the Transmission Facilities Lease. Each of Sharer and Sharee shall, at its own expense, maintain, repair and replace any equipment owned or leased solely by it located at the Transmitter Site in accordance with past practice. Title to all such equipment solely owned by Sharer or Sharee shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment.

(d) Contractors. All contractors and subcontractors of Sharee who perform any service for Sharee at the Transmitter Site shall hold licenses or governmental authorizations appropriate to and necessary for the work being performed. Any such contractor shall carry insurance issued by companies licensed to do business in the District of Columbia.

(e) Hazardous Materials. Each of Sharer and Sharee shall: (i) comply with all environmental laws applicable to its operations from the Transmitter Site, (ii) not cause or permit the release of any hazardous materials on, to or from the Transmitter Site in violation of any applicable environmental laws, (iii) not take any action that would subject the Transmitter Site to any permit requirements for storage, treatment or disposal of hazardous materials and (iv) not dispose of hazardous materials on the Transmitter Site except in compliance with applicable law.

3.2. Interference. Each of Sharer and Sharee shall use commercially reasonable efforts to avoid interference by its respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. In the event interference to such signals or operations does occur, the party experiencing interference shall notify the other party in writing and the party so notified shall take all commercially reasonable steps to correct such interference in all material respects as promptly as practicable, and in any event within two calendar days of notice of such interference. Sharee may not make changes or installations at the Transmitter Site or enter into any third-party arrangement that could reasonably be expected to impair or interfere in any material respect with the Shared Channel.

3.3. Cooperation. In the event it is necessary for Sharee to reduce, limit or temporarily cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site so that Sharer may install, maintain, repair, remove or otherwise work upon its broadcast equipment or the Shared Equipment at the Transmitter Site, Sharee shall cooperate in a commercially reasonable manner. If necessary, Sharee shall temporarily reduce, limit or cease use of the Shared Equipment, the Shared Channel or its own equipment located at the Transmitter Site, provided that Sharer takes all reasonable steps to minimize the amount of time Sharee shall operate with reduced facilities and that Sharer takes all reasonable steps to schedule such installation, maintenance, repairs, removal or work at a commercially reasonable time (consistent with commercial broadcast industry practices) convenient to Sharee.

3.4. Force Majeure. Neither party shall be liable to the other 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.

3.5. Expenses.

(a) Shared Costs. Sharee shall reimburse Sharer within twenty (20) days after billing (i.e., an invoice and back-up documentation specifying the items, costs and pro rata allocations) for its pro rata share (in accordance with the then-current capacity allocation) of the out-of-pocket costs and expenses incurred by Sharer in the ordinary course of business with respect to the Transmission Facilities and the Shared Channel, including without limitation, the amount of rent and other payments under the Transmission Facilities Lease, utilities for the Transmission Facilities, maintenance expenses with respect to the Transmission Facilities and ad valorem taxes with respect to the Transmission Facilities. In addition, Sharee shall reimburse Sharer for its pro rata share (in accordance with the then-current capacity allocation) of the costs and expenses related to equipment purchases, equipment upgrades or other capital expenditures that Sharer determines in good faith after due consultation with Sharee, are reasonably necessary or desirable to maintain the Transmission Facilities, including to commence broadcast operations on the Replacement Channel, or any portion thereof in a manner customary in the television broadcasting industry in the Washington, D.C. television market. Sharer shall consult with Sharee in advance in connection with any negotiations that will result in changes to the Transmission Facilities Lease (including rent and location) and any capital expenses that will be subject to pro rata cost sharing. Any uninsured repair or replacement cost that is reasonably

necessary to maintain operation of the Transmission Facilities as contemplated by this Agreement shall be shared by the parties in the same proportion as the then-current capacity allocation.

(b) Sole Costs. Each of Sharer and Sharee shall be solely responsible for its own insurance costs for the Transmission Facilities, costs for any necessary microwave link between its station's studio site and the Transmitter Site (or other receive site designated by Sharer), any capital expenses related solely to its station using the Shared Channel and all of its own expenses not directly related to the Transmission Facilities.

### 3.6 Shared Operating Matters

(a) Shared Operating Plan. Each party's chief engineer and one or more other employees with appropriate organizational authority and operating or technical expertise shall meet and confer in good faith in accordance with Section 3.7 for the purpose of developing a formal plan to address technical planning considerations and ongoing operational matters of the Shared Channel (the "Shared Operating Plan"). The Shared Operating Plan shall:

(i) Reflect technical discussions between the parties as may be required to coordinate the transition of Sharee Station's existing operations from its current licensed output channel to the Shared Channel (e.g., proposed employee responsibility and technical considerations);

(ii) Include allocation of costs between the parties of any Shared Costs necessary to initiate channel sharing using the Transmission Facilities;

(iii) Subject to Sections 2.3 and 2.4, provide a mechanism to address the allocation of spectrum in the future, including the parties' mutual understandings with respect to the exploration of the feasibility of implementing ATSC 3.0; and

(iv) Coordinate logistics for pre-commencement testing for shared operations.

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than thirty (30) days following the date of this Agreement.

(b) Review of Shared Operating Plan. The parties shall meet and confer in good faith periodically during the Term to review and revise the Shared Operating Plan in accordance with Section 3.7.

### 3.7 Review and Consultation Regarding Operational Matters

(a) Identification of Principal Liaisons. In order to address ongoing operational, technical or engineering issues that may arise in the course of channel sharing (including spectrum allocation, improvements to the Transmission Facilities), each party shall identify one or more officers or senior personnel with sufficient authority and technical

experience to address such issues independently or otherwise expeditiously (the "Principal Liaisons").

(b) Meeting Times. During the Term, the Principal Liaisons shall meet at such times or at such intervals as that parties may designate (but no less frequently than once every year), or upon the request of either party upon appropriate prior notice.

(c) Scope and Purpose of Review.

(i) The Principal Liaisons shall review the Shared Operating Plan, the operation of the Transmission Facilities, and the technical parameters of the operation of the Shared Channel, in view of technological, logistical, marketplace or regulatory changes and to otherwise facilitate cooperation with respect to channel sharing.

(ii) Without limiting the generality of the foregoing, the Principal Liaisons shall confer in good faith with respect to the matters contemplated in: (i) Sections 2.3 and 2.4 with respect to the application of new technologies and ATSC 3.0; (ii) Section 3.6 with respect to the Shared Operating Plan; (iii) maintenance of the Transmission Facilities and any required improvements; and (iv) any technical operational matters subject to dispute.

#### ARTICLE 4: INDEMNIFICATION

4.1. General Indemnification. Subject to Section 4.3, each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from: (i) any breach of any representation or warranty made by it under this Agreement, (ii) failure to comply with the covenants and obligations to be performed by it under this Agreement and (iii) its use of the Transmission Facilities or the Shared Channel. Neither party shall have any obligation or liability with respect to the other party's station, except as may be otherwise set forth in this Agreement with respect to certain shared expenses. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.

4.2. Specific Indemnification. Without limiting the terms of Section 4.1 and subject to Section 4.3:

(a) Sharee shall indemnify, defend and hold Sharer harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the termination by Sharee of its current transmitter site leases with respect to Sharee's Station; and

(b) each of Sharer and Sharee shall indemnify, defend and hold the other harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising from the programming, advertising and operation of its television station using the Shared Channel, including without limitation for indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights or FCC rules or other applicable law.

4.3. Liability. In no event shall 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 Agreement, including loss of data, profits, interest or revenue or interruption of business, even if such party has been informed of or might otherwise have anticipated or foreseen the possibility of such losses or damages.

4.4. Indemnification Procedures. The party seeking indemnification hereunder will (i) give the indemnifying party notice of the relevant claim, (ii) cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of such claim and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written approval. The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party.

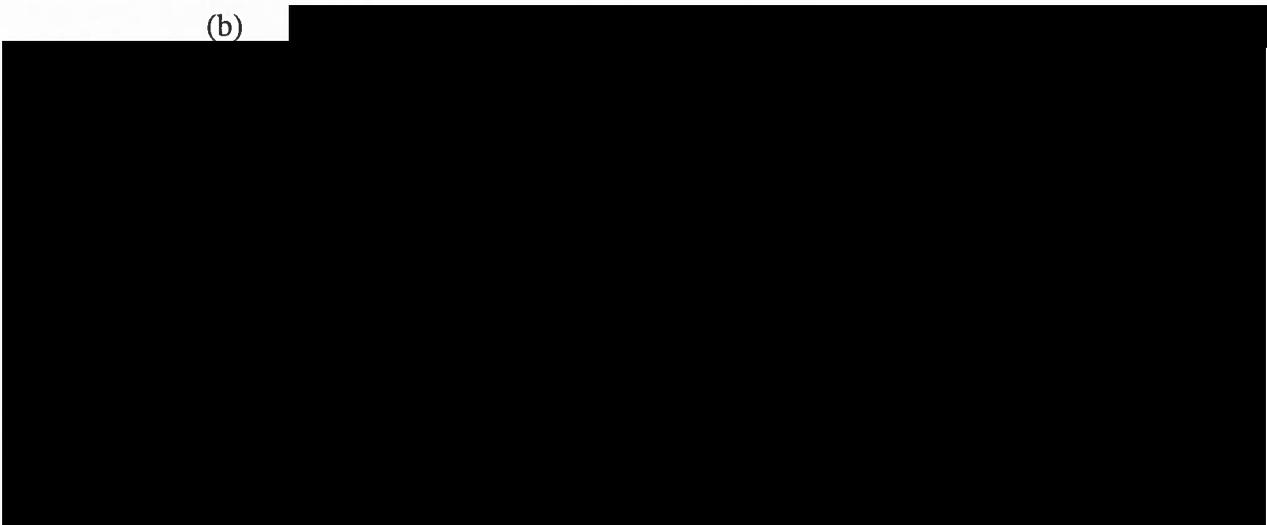
4.5. Survival. The parties' obligations under this Article 4 shall survive any termination or expiration of this Agreement.

#### ARTICLE 5: TERMINATION AND REMEDIES

##### 5.1. Termination.

(a) Breach. Either party may terminate this Agreement by written notice to the other party in the event of a material breach of or default under this Agreement which is not cured within two (2) months after written notice of such breach or default. For purposes of this Agreement, a material breach or default under this Agreement shall be defined as a breach of a material obligation of a party under this Agreement that: (i) results in a fundamental impairment of a party's ability to broadcast its programming on the Shared Channel, (ii) is a default of an undisputed payment obligation under this Agreement or (iii) results in material damage to the Transmission Facilities.

(b)



(c) ATSC 3.0. For eighteen (18) months following the date that Sharer provides notice to Sharee of its intention to implement an ATSC 3.0 Upgrade, Sharee may terminate this Agreement upon ninety (90) days' prior written notice to Sharer. In the event of a termination under this Section 5.1(c), neither party shall have any further obligations to the other except for compliance with the terms of this Agreement prior to the date upon which the termination is completed.

(d) Failure to Commence. Sharer may terminate this Agreement by written notice to Sharee if Sharee fails to commence operations of Sharee's Station on the Shared Channel within the time periods provided for in Sections 1.2, 1.3(a), and 1.3(b), as the case may be.

(e) Loss of License. If Sharee's FCC license to use the Shared Channel is voluntarily or involuntarily revoked, rescinded, relinquished, canceled, withdrawn, surrendered, not renewed, or otherwise terminated for any reason, then simultaneously therewith Sharee's spectrum usage rights for the Shared Channel shall revert to Sharer and this Agreement shall terminate. The parties shall make and prosecute such FCC filings and take such further actions as applicable and as may be reasonably necessary for Sharer to assume such spectrum.

(f) Bankruptcy. Sharer may terminate this Agreement by written notice to Sharee upon: (i) the filing of an involuntary petition in bankruptcy against Sharee which is not dismissed within sixty (60) days of the date of filing, (ii) Sharee making an assignment for the benefit of creditors, or (iii) Sharee's dissolution or ceasing to do business.

(g) Surrender. At the end of the Term (or upon any earlier termination of this Agreement), Sharee shall vacate the Transmitter Site, move all of its assets and employees (if any) from such site, surrender the Shared Equipment in substantially the same condition existing on the Initial Commencement Date (reasonable wear and tear excepted), and return all keys and other means of entry to Sharer.

(h) Survival. No termination shall relieve a party of liability for failure to comply with this Agreement prior to termination. Notwithstanding anything herein to the contrary, Article 4, Sections 3.5, 5.1(d), (e) and (g), 6.1, 6.7, and 6.9 and all payment obligations arising prior to termination shall survive any termination of this Agreement.

5.2. Specific Performance. 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 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 Agreement by a decree of specific performance requiring compliance with this Agreement.

5.3. Remedies Cumulative. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties,

whether provided by law, equity, statute, in any other agreement between the parties or otherwise.

#### ARTICLE 6: MISCELLAENOUS

6.1. Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their respective businesses and properties that is disclosed by one party to the other in connection with the negotiation, execution or performance of this Agreement (including without limitation any financial information) shall be confidential and shall not be disclosed to any other person or entity, except on a confidential basis to the parties' representatives. No party shall issue or cause the publication of any press release or other public statement relating to this Agreement or disclose the existence of or details regarding this Agreement to any unaffiliated third party without the prior written consent of the other party. Notwithstanding anything to the contrary herein, the parties acknowledge that Sharee will be required to submit this Agreement with its application for a construction permit to channel share. This Section shall survive any termination or expiration of this Agreement.

6.2. Authority. Each of Sharer and Sharee represents and warrants to the other that: (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the District of Columbia, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it and (iv) the execution, delivery, and performance by it of this 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 or by which it is bound.

6.3. Assignment. No party may assign, sublease or delegate this Agreement, except that: (i) upon prior written notice to Sharee, Sharer shall assign this Agreement to any FCC-approved assignee or transferee of Sharer's Station who assumes this Agreement in a writing delivered to Sharee, effective upon consummation of such assignment or transfer and (ii) upon prior written notice to Sharer, Sharee shall assign this Agreement to any FCC-approved assignee or transferee of Sharee's Station who assumes this Agreement in a writing delivered to Sharer, effective upon consummation of such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

6.4. Information. If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization, or makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

6.5. Severability. The transactions contemplated by this Agreement are intended to comply with the Communications Act of 1934, as amended, and the rules and published policies



6.7. Governing Law; Venue. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party. The state and federal courts sitting in California shall have jurisdiction over the interpretation of this Agreement or with regard to any dispute arising under this Agreement. The venue for any such action concerning this Agreement will be in the County of Los Angeles and state of California.

6.8. Issue Resolution Process. In the event of any controversy or claim arising out of or relating to this Agreement, the parties shall consult and negotiate in good faith with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties through consultations among their respective senior executives. If the issue remains unresolved for a period of sixty (60) days, then the parties may elect to submit the disputed matter to a mutually agreeable independent third party with substantial experience and expertise in the business and operation of television broadcast stations to serve as a non-binding mediator, with the costs of such third party mediator to be split equally between the parties. Notwithstanding the foregoing, a party need not comply with the terms of this Section 6.8 in the event that such compliance would cause it to lose any rights by application of an applicable statute of limitations.

6.9. Tax Matters. If either party (an "Electing Party") elects to treat the spectrum so acquired or disposed pursuant to this Agreement as property transferred in a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, the Electing Party shall notify the other party of such election in writing, after which the non-electing party shall undertake all actions reasonably requested by the Electing Party in connection with the Electing Party's like-kind exchange, including consenting to Electing Party's transfer of its rights in this Agreement to a "qualified intermediary," as defined in Treasury Regulation Section 1.1031(k)-1(g)(4); provided, however, that such actions do not impose any unreimbursed liabilities, including any monetary obligations or costs, on the non-electing party and do not release either party from its obligations under this Agreement.

6.10. Miscellaneous. This Agreement may not be amended except in a writing executed by both parties. No waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such waiver or consent is sought. No party shall be authorized to act as an agent of or otherwise to represent the other party to this Agreement. Except as expressly set forth in this Agreement, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. Neither party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may be executed in separate counterparts.

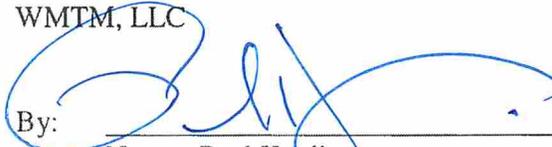
[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CHANNEL SHARING AND FACILITIES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER:

WMTM, LLC

By: 

Name: Paul Koplin

Title: Manager

SHAREE:

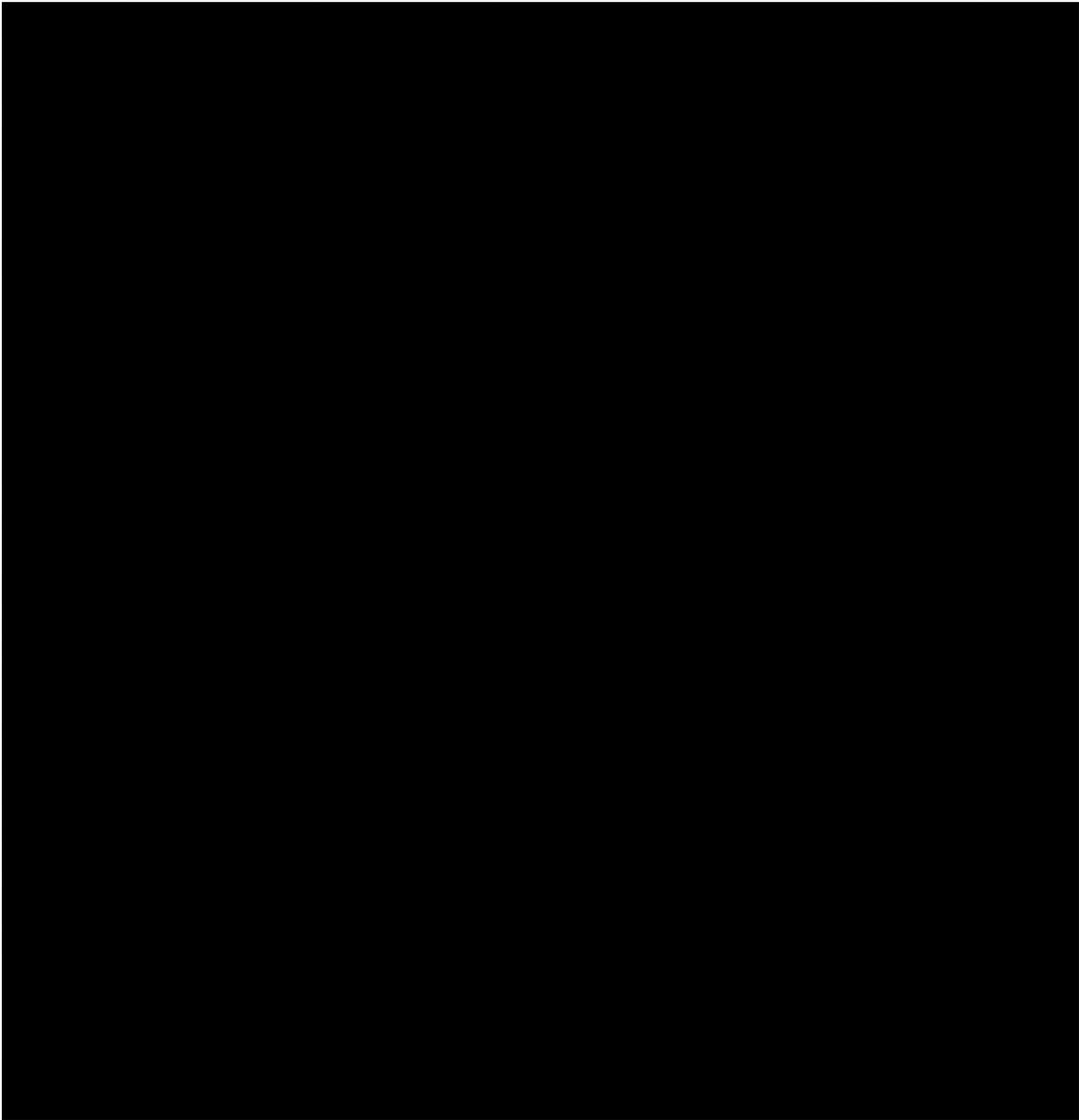
ENTRAVISION COMMUNICATIONS CORPORATION

By: 

Name: Walter F. Ulloa

Title: Chairman & Chief Executive Officer

**Schedule 1.4**  
**Compensation**



**Schedule 2.1**  
**Capacity Allocation**

Subject to Section 2.1, the parties agree that they shall divide the bit stream capacity of the Shared Channel (i.e., the 19.39 Mbps), operating under ATSC 1.0 standards, equally between the Sharer Station and the Sharee Station.

If Sharer elects to implement the ATSC 3.0 Upgrade, Sharer and Sharee shall negotiate in good faith as to the manner in which the capacity of the Shared Channel is allocated, including bit stream and other technical arrangements; provided, however, that Sharee will always be allocated sufficient broadcast transmission capacity to enable it to transmit its over-the-air signal with a program resolution that is comparable to that achieved by a 1080i stream operating with 8.5 Mbps of bandwidth capacity under applicable ATSC 1.0 standards.

Sharer may elect to implement a mutually beneficial weighting system as allowed by the encoding pool and use the software optimization technology of statistical multiplexing or "Stat Mux" or a successor technology. Such system shall be implemented as follows:

- (i) each party shall designate one program stream with the highest priority within its allocated capacity;
- (ii) all other program streams shall have a lesser priority; and
- (iii) the parties shall cooperate, through the procedures provided for in Sections 3.6 and 3.7, to devise a system that produces the best results for each party with minimum picture degradation, subject to the constraints imposed by the allocation of capacity set forth on this *Schedule 2.1* and in Section 2.1(a).