

EXECUTION VERSION

UNABLE TO CONSTRUCT CHANNEL MODIFICATION AGREEMENT

This Unable to Construct Channel Modification Agreement (“Agreement”) is entered into as of October 17, 2017 by and between ION Media San Jose License, Inc. (“ION”) and Entravision Communications Corporation (“Entravision”).

RECITALS

1. ION is the licensee of television station KKPX-TV, San Jose, California (FCC Facility ID No. 22664) (“KKPX”). KKPX was granted “Unable to Construct” status by the Federal Communications Commission (“FCC”) for its post-auction transition facility on Channel 14. *See* FCC File No. 0000024869.

2. Entravision is the parent of Entravision Holdings, LLC (“Holdings”), the licensee of Class A television station KDJT-CD, Salinas/Monterey, Etc., California (FCC Facility ID No. 52888) (“KDJT”), that is currently operating on Channel 33 and is not required to move to another channel for post-incentive auction operations. Entravision shall cause Holdings to take all actions required of Holdings under the terms and conditions of this Agreement.

3. There is no available television channel that will permit unilateral resolution of KKPX’s Unable to Construct status in compliance with coverage requirements of the Spectrum Act, Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, 126 Stat. 156 (2012), and the FCC’s rules and regulations. Discussions between the FCC and KKPX have resulted in a proposed channel resolution plan under which KKPX would use Channel 33 as its post-auction transition facility. *See* FCC File No. 0000029965. For KKPX to use Channel 33, KDJT must move from Channel 33 to Channel 26 and can operate on Channel 26 with 15 kW ERP.

4. At the request of FCC staff, KKPX and Holdings have filed contingent applications for the purpose of serving the public interest by resolving KKPX’s Unable to Construct status. In order for those contingent applications to be granted, ION’s sister entity, ION Media Sacramento License, Inc. has also filed a contingent application to move its station KSPX-TV; Sacramento, California; FCC Facility ID No. 52953 (“KSPX”) from Channel 22 to Channel 21 and KTXL, LLC has filed a contingent application to move its station KTXL; Sacramento, California; FCC Facility ID No. 10205 (“KTXL”) from Channel 33 to Channel 22. The applications described in this paragraph are referred to herein as the “Pending Applications.”

5. FCC staff has represented to KKPX that all reasonable costs incurred by Holdings to change KDJT’s channel to Channel 26 will be reimbursable expenses subject to FCC reimbursement pursuant to the Spectrum Act.

AGREEMENT

The parties agree as follows:

1. ION has requested that Entravision, which has no obligation to make any changes to KDJT's operations as a result of the incentive auction process, participate in the resolution of the matter involving KKPX. Entravision has voluntarily agreed to do so, provided that it is reimbursed for all reasonable costs incurred in doing so, in order to assist ION in enabling it to operate KKPX and to serve the public interest. Entravision acknowledges that as part of this resolution, it will be permitted to maximize KDJT's facilities and Entravision intends to do so. Aside from the understandings reflected herein, no other consideration has been received or promised by or to ION and Entravision in connection with this Agreement.
2. KKPX amended its pending construction permit application to move to Channel 33, FCC File No. 0000029965, on October 2, 2017.
3. KSPX filed a construction permit application to move to Channel 21 on October 2, 2017.
4. KTXL filed a construction permit application to move to Channel 22 on October 2, 2017.
5. Holdings filed a construction permit application to move to Channel 26 on October 2, 2017.
6. Each of KKPX, KSPX and Holdings shall file a copy of this Agreement with the FCC as part of their respective construction permit applications (or provide a copy of this Agreement to the FCC by other means as may be requested by the FCC).
7. KKPX and Holdings shall take all reasonable steps to ensure that their construction permit applications to move to Channel 33 and Channel 26 respectively are granted by final order by the FCC. In the event of any litigation, either administrative or judicial, involving the application of KDJT, ION shall reimburse Entravision for all reasonable attorneys' fees and expenses incurred by Entravision in connection therewith, provided that ION may elect to defend any such administrative or judicial litigation on Entravision's behalf and provided further that ION shall have no obligation to reimburse Entravision under this Section, other than such attorneys' fees and expenses required to return KDJT to having an FCC authorization to operate on Channel 33, in the event that ION abandons its application to move to Channel 33 or otherwise notifies Entravision that grant of Entravision's application to move to Channel 26 is no longer necessary to ION.
8. Entravision shall prepare a detailed estimate of its expenses to change channels to Channel 26 according to the FCC's reimbursement guidelines under the Spectrum

Act and shall provide that estimate to KKPX no later than October 30, 2017. ION shall reimburse Entravision for all reasonable attorneys' fees, reasonable engineering fees, reasonable consultants' fees and reasonable expenses incurred by Entravision in compliance with this Section 9, provided that in preparing the estimate required by the Section 9, Entravision shall give reasonable consideration to the FCC's reimbursement guidelines.

9. KKPX shall amend its FCC Form 2100, Schedule 399 (FCC File No. XXXX) to reflect the Entravision expense estimate within five (5) business days of receipt.
10. KKPX and Entravision shall take all reasonable steps to provide information as requested by the FCC such that the FCC shall approve the KDJT expenses as set forth on the KKPX FCC Form 2100, Schedule 399. ION shall reimburse Entravision for all reasonable attorneys' fees, reasonable engineering fees, reasonable consultants' fees and reasonable expenses incurred by Entravision in compliance with this Section 11, provided that in preparing the estimate required by the Section 11, Entravision shall give reasonable consideration to the FCC's reimbursement guidelines.
11. Entravision shall promptly remit to KKPX all invoices related to the KDJT move to Channel 26 to ION. ION shall reimburse Entravision for all reasonable attorneys' fees, reasonable engineering fees, reasonable consultants' fees, reasonable equipment purchases, reasonable installation costs and reasonable expenses incurred by Entravision as evidenced in the invoice submissions, provided that Entravision shall submit to ION invoices only for expenses that Entravision reasonably believes could be reimbursed under the FCC's reimbursement guidelines if KDJT were a station eligible for such reimbursement. Reimbursement from ION to Entravision under this Agreement shall be made within 21 days of ION's receipt of invoices. ION's obligation to make payments to Entravision under this Section 12 is not contingent on reimbursement, in whole or in part, from the FCC to ION for the costs incurred in the KDJT channel change and is a binding obligation of ION without regard to whatever action the FCC takes or fails to take on ION's request for reimbursement of the costs and expenses billed by Entravision to ION pursuant to this Agreement.
12. ION and Entravision agree that they will take all steps that are reasonably required to effectuate this Agreement and to obtain FCC approval for the construction permit applications for KKPX to move to Channel 33 and for KDJT to move to Channel 26. Entravision will provide ION with reasonable assistance in securing ION's requested reimbursement from the FCC for the costs of the KDJT move to Channel 26.
13. ION and Entravision each warrant and represent that this Agreement has been approved by such action as is required under their respective governing documents.

14. If a party to this Agreement initiates any litigation against the other party to this Agreement involving the interpretation or application of this Agreement, the prevailing party in such action shall be entitled to request from the Court reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect to that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.
16. This Agreement may not be amended except by an instrument in writing signed on behalf of ION and Entravision. This Agreement constitutes the entire agreement and understanding of ION and Entravision in connection with the move of KKPX to Channel 33 and the move of KDJT to Channel 26 and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Agreement express or implied is intended or shall be construed to give any rights to any person or entity other than ION and Entravision and their respective successors and permitted assigns. This Agreement may be executed in counterpart signature pages, and each such counterpart signature page shall constitute one in the same original signature page.

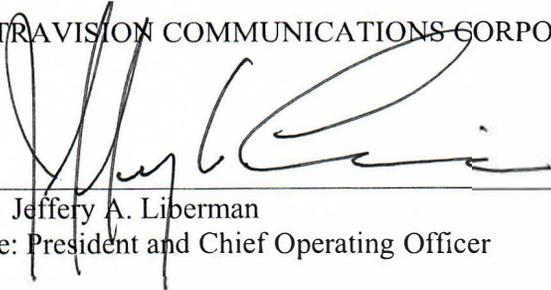
Agreed:

ION MEDIA SAN JOSE LICENSE, INC.



By: Michael Hubner
Title: General Counsel

ENTRAVISION COMMUNICATIONS CORPORATION



By: Jeffery A. Liberman
Title: President and Chief Operating Officer