

**AMENDMENTS TO ASSET PURCHASE AGREEMENT
AND TIME BROKERAGE AGREEMENT**

This letter amends the terms and conditions of the Asset Purchase Agreement, dated September 16, 2008 (the "Purchase Agreement"), and the Time Brokerage Agreement, dated September 16, 2008 (the "TBA"), between Entravision Communications Corporation ("Entravision") and E. Roger Williams (the "Chapter 11 Trustee"), trustee in bankruptcy for Reno License, LLC and Pappas Telecasting of Nevada, L.P. (the "Sale Debtors"). The parties agree that the mutual promises exchanged herein constitute good and adequate consideration for the amendments agreed to below. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

Pursuant to the understanding reached, the parties agree as follows:

1. On July 24, 2008, prior to the appointment of the Chapter 11 Trustee, the Sale Debtors purportedly sent a "must carry" election for carriage of the Reno Stations for the 2009 – 2011 election cycle (the "July 24 Purported Election"). On October 1, 2008, the Chapter 11 Trustee will rescind and withdraw the July 24 Purported Election, and replace that must-carry election with an unqualified retransmission consent election in favor of the Reno Stations and Entravision. The election letters will be mailed out on October 1, 2008, to all cable television systems in the Reno, Nevada Nielsen Designated Market Area ("Reno DMA"), by certified mail, return receipt requested, and copies of the Postal Service documentation, including return receipts, shall be provided to Entravision. In consideration of the forgoing, Entravision waives any claim that the prior mailing of the July 24, 2008 must carry election constituted a breach of any provision of the Purchase Agreement.

2. At Entravision's request, the Chapter 11 Trustee will contest and oppose, in the Bankruptcy Court or other applicable forum, any effort by any cable system operator in the Reno

DMA to enforce the July 24 Purported Election. Entravision shall pay all costs associated with the Trustee's performance of his obligations under this paragraph, including the Trustee's attorneys' fees.

3. The parties shall promptly mutually prepare and execute amendments to the Purchase Agreement and the Time Brokerage Agreement to express and effectuate the following agreed upon amended terms and conditions:

A. The Purchase Price will be paid in two installments at two separate Closings. The first Closing ("Closing No. 1") will take place no later than five (5) Business Days following the entry by the Bankruptcy Court of the Sale Approval Order; *provided* that such order shall be in full force and effect and shall not have been stayed, modified, reversed or amended; and *provided further* that all conditions to the obligations of Buyer have been met other than the granting of the FCC Consent. At Closing No. 1, Entravision will pay Seller a portion of the purchase price in the amount of \$2,000,000.00, as reduced by the Escrow Deposit to the extent the Escrow Payment has been paid to date, and Entravision will receive all of the Reno Station Assets other than the Licenses and other Reno Station Assets described in Section 3.4 of the Purchase Agreement in accordance with the Purchase Agreement. Closing No. 1, and the payment of the funds due at Closing No. 1, shall not be delayed by or due to any challenge by any cable system operator to the revised must carry/retransmission consent election referred to in paragraph 1 above. The second Closing ("Closing No. 2") will take place following the granting of the FCC Consent by Final Order; *provided* that all conditions to the obligations of Buyer have been met. At Closing No. 2, Entravision shall pay to Seller the remainder of the Purchase Price in the amount of \$2,000,000.00 and will receive all remaining Reno Station Assets in accordance with the Purchase Agreement.

B. The TBA shall remain in full force and effect until the later to occur of Closing No. 2 of the granting of the FCC Consent by Final Order.

4. The parties shall mutually prepare the amendments to the Purchase Agreement and the TBA, and shall file such amendments with the Bankruptcy Court at the earliest possible time, and will cooperate with respect to changes (if any) in the dates of the Auction and the Sale Approval Hearing (each as defined in the Bidding Procedures Order) that may be necessitated by such amendment.

5. In the event of any dispute between the parties regarding preparation of the amendments to the TBA and the APA referred to above, the parties shall submit such dispute to the Bankruptcy Court for resolution. In the event that the Bankruptcy Court is unable or unwilling to resolve such dispute, the parties agree to submit such dispute for resolution to a court of competent jurisdiction. Each party shall bear its own costs, including attorneys' fees in any such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and
year first above written.

ENTRAVISION COMMUNICATIONS
CORPORATION

By: _____

Walter F. Ulloa

Chief Executive Officer

and

Debtors PAPPAS TELECASTING OF NEVADA,
L.P., a Delaware limited partnership, and RENO
LICENSE, LLC, a Delaware limited liability
company, in the U.S. Bankruptcy Court for the
District of Delaware, Case No. 08-10916 (Jointly
Administered), by E. Roger Williams, Trustee in
Bankruptcy

By: _____

E. Roger Williams

Trustee in Bankruptcy