

Exhibit C

TIME BROKERAGE AGREEMENT

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This TIME BROKERAGE AGREEMENT (this "Agreement") is dated September 16, 2008, by and among Reno License, LLC, a Delaware limited liability company ("Reno") and Pappas Telecasting of Nevada, L.P., a Nevada limited partnership ("Pappas Telecasting", and together with Reno, "Licensee"), as debtors and debtors in possession in the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), and Entravision Communications Corporation, a Delaware corporation ("Programmer").

RECITALS:

A. Licensee owns certain assets used in connection with the business and operations of each of the following television stations (collectively, the "Stations"):

KREN-TV (Facility ID No. 51493), Reno, Nevada ("KREN");

KAZR-CA (Facility ID No. 34577), Reno, Nevada ("KAZR");

KPMP-LP (Facility ID No. 129333), Winnemucca, Nevada;

KREN-LP (Facility ID No. 130444), Susanville, California; and

KNNC-LP (Facility ID No. 130281), Battle Mountain, Nevada.

B. On May 10, 2008, Pappas Telecasting and Reno each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code commencing a case (Case No. 08-10916) in the Bankruptcy Court.

C. Licensee holds certain licenses, permits and other authorizations (the "Licenses") issued by the Federal Communications Commission ("FCC") in connection with the Stations.

D. Programmer is entering into an Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Licensee proposes to sell to Programmer the FCC Licenses and other specified tangible and intangible assets and properties used or useful in the business and operation of the Stations as provided in the Purchase Agreement (the "Assets"), and Programmer wishes to acquire such Assets.

E. In connection with the transactions contemplated by the Purchase Agreement, Licensee and Programmer desire to enter into this Agreement pursuant to which Programmer shall provide programming for the Stations that is in conformity with the Communications Act of 1934, as amended, and the rules, regulations, written policies and other Legal Requirements

promulgated or adopted by the FCC (collectively, "FCC Requirements"), the Stations' written policies and procedures that have been provided to Programmer, and the provisions hereof.

F. Licensee maintains, and shall continue to maintain during the term of this Agreement, ultimate control over the Stations' facilities, including control over the Stations' finances, personnel, and programming.

G. Any capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Purchase Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the above recitals and mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

Section 1. Provision of Air Time on the Stations

1.1 Representations.

(a) Licensee represents and warrants to Programmer as follows:

(i) Licensee has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Licensee's execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Licensee and constitutes its valid and binding obligation enforceable against Licensee in accordance with its terms;

(ii) Licensee is duly formed, validly existing and in good standing under the laws of the State of Delaware;

(iii) the execution, delivery and performance of this Agreement by Licensee: (a) does not and will not violate any provision of Licensee's formation documents; (b) does not and will not require the consent of any third party or governmental authority other than the Bankruptcy Court; (c) does not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Licensee is now subject. The parties hereto acknowledge and agree that Programmer is not assuming any of the Stations' agreements or contracts; and

(iv) Licensee is in compliance with the digital television transition deadlines for full-service television stations promulgated by the FCC.

(b) Programmer represents and warrants to Licensee as follows:

(i) Programmer has all necessary power and authority to enter into and perform this Agreement and the transactions contemplated hereby, and Programmer's execution,

delivery and performance of this Agreement have been duly and validly authorized by all necessary action on its part. This Agreement has been duly executed and delivered by Programmer and constitutes its valid and binding obligation enforceable against Programmer in accordance with its terms;

(ii) Programmer is duly organized, validly existing and in good standing under the laws of the State of Delaware; and

(iii) the execution, delivery and performance of this Agreement by Programmer: (a) does not and will not violate any provision of Programmer's organizational documents; (b) does not and will not require the consent of any third party or governmental authority other than the FCC; (c) does not and will not violate any law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority; and (d) does not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, lease, instrument, license or permit to which Programmer is now subject.

1.2 Term. The effective date of this Agreement (the "Effective Date") shall be within three (3) days of the entry by the Bankruptcy Court of an Order authorizing Licensee to put into effect this Agreement with Programmer, provided that such Order shall be in full force and effect and shall not have been stayed, modified, reversed or amended, and this Agreement shall continue in force until the earlier of the first anniversary of this Agreement, or the close of the transactions contemplated in the Purchase Agreement, unless otherwise extended or terminated as set forth below.

1.3 Scope. Commencing on the Effective Date, Licensee shall make available to Programmer broadcast time upon the Stations as set forth in this Agreement. Programmer shall utilize Licensee's transmitter facilities and related equipment at each Station's transmitter site (the "Transmitter Sites") to broadcast the Programmer's programming. Subject to Licensee's approval as expressly provided for in this Agreement, Programmer shall provide programming of Programmer's selection complete with commercial matter, public service announcements, and other suitable programming to the Licensee for up to one hundred sixty-eight (168) hours per week. Licensee, in its reasonable good faith discretion, may designate such time as it may require for the commercial-free broadcast of programming necessary for the Stations to broadcast news, public affairs, religious and non-entertainment programming as required by FCC Requirements, all at such times to be agreed upon by Licensee and Programmer. All program time not reserved by or designated for Licensee shall be available for use by Programmer and no other party.

1.4 Consideration. As consideration for the air time made available hereunder, Programmer shall reimburse Licensee as set forth in Attachment I hereto.

1.5 Licensee Operation of the Stations.

(a) Licensee will have full authority, power, and control over the management and operations of the Stations during the term of this Agreement. Licensee shall comply in all

material respects with FCC Requirements applicable to the Stations. Licensee shall employ and shall be responsible for paying the salaries, payroll costs, insurance and all other related out-of-pocket expenses for two (2) employees (one (1) of whom shall be a managerial level employee, referred to herein as the "Manager"), as required by FCC Requirements; these employees will report to and be accountable to the Licensee. Programmer shall use commercially reasonable efforts to give notice to Licensee during the term of this Agreement regarding employees employed by Licensee, except for the Manager, whose time Programmer believes, in its sole discretion, Programmer could use during the term of this Agreement. Payment for any time so utilized by Programmer shall be paid as provided for in Attachment I hereto.

(b) Except as provided herein and the Attachments hereto, Licensee shall pay all of the costs and expenses that are incurred in the operation of the Stations including, but not limited to, the following: the salaries and other employee-related benefit costs of the two (2) employees that Licensee retains to comply with FCC Requirements, all lease (other than with respect to the Leases) or mortgage payments, all music license fees for all programming provided by Licensee, all FCC fees, all real estate and personal property taxes, all insurance costs and expenses, all utility costs and expenses, and expenses directly related to keeping the Licenses current. Programmer shall reimburse Licensee for certain costs and expenses as provided for herein and in Attachment I hereto. Programmer shall directly pay certain obligations of Licensee under the Leases as provided for herein and in Attachment I hereto. Programmer shall make such capital expenditures as provided for in Attachment I hereto.

(c) Licensee represents and warrants that it owns and holds all Licenses necessary for the operation of the Stations as currently conducted. Licensee shall maintain such Licenses in full force and effect throughout the term of this Agreement. Licensee is not in material violation of any FCC Requirement or other applicable Legal Requirement that would reasonably be expected to have a material adverse effect upon Licensee, the Stations, the Licenses or upon Licensee's ability to perform this Agreement. Licensee shall (i) comply in all material respects with all FCC Requirements and other Legal Requirements applicable to the functions performed by it in connection with the Stations, and (ii) not take any action, or fail to take any action while having an obligation to act under this Agreement or any applicable Legal Requirement, that would cause the Programmer, the Stations, the Licenses or itself in respect of the Stations, to violate in any material respect any applicable Legal Requirement.

1.6 Programmer Responsibility.

(a) Programmer shall be solely responsible for any expenses incurred in the production, origination and/or delivery of its programming and commercial messages and for any publicity or promotional expenses incurred by Programmer, including ASCAP, BMI and SESAC music license fees for all programming provided by Programmer and all expenses incurred by Programmer in connection with the sale of advertising time (including sales commissions) on the Stations.

(b) Programmer shall employ and be responsible for the salaries, commissions, taxes, employee benefits, and all other related expenses for all personnel of Programmer involved in the production and broadcast of its programs (including air personalities, engineering personnel, sales personnel, traffic personnel, board operators, and other programmers and

production staff members) or otherwise engaged in Programmer's time brokerage activities hereunder. Whenever on the Stations' premises, all personnel, whether employed by Licensee or Programmer, shall be subject to the overall supervision of the Manager.

(c) Programmer shall not combine or consolidate any of the Stations' facilities with any other Person (including any other television station), except with the prior written consent of Licensee.

(d) Programmer shall (i) comply in all material respects with all FCC Requirements and other Legal Requirements applicable to the functions performed by it in connection with the Stations, (ii) cooperate with Licensee to ensure that the Stations remain in compliance with all FCC and other Legal Requirements in all material respects, and (iii) not take any action, or fail to take any action while having an obligation to act hereunder, that would cause the Licensee, the Stations, or, in respect of the Stations, the Programmer to violate in any material respect any applicable Legal Requirement.

(e) During the term of this Agreement and any renewal hereof, Programmer agrees to perform routine monitoring of the performance of the Stations' transmission facilities and tower lighting through Licensee's remote control system, if and when requested by Licensee in writing no later than 24 hours prior to the requested time for monitoring.

Section 2. Obligation to the Community of License of the Stations: Licensee Obligations

2.1 Licensee Authority. Notwithstanding any other provision of this Agreement, Programmer recognizes that Licensee has certain obligations to broadcast programming to meet the needs and interests of viewers in Reno, Nevada, the community of license for KREN-TV and KAZR-CA. From time to time, Licensee may, in its reasonable good faith judgment, preempt Programmer's programming in order to broadcast commercial-free programming to the local community deemed by Licensee to be of greater importance; provided, however, that in no event shall Licensee exercise such right with the intention of interfering with the intent of this Agreement. In all such cases, Licensee will use its best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled programming of Programmer. Nothing in this Agreement shall abrogate the unrestricted authority of the Licensee to discharge its obligations to the public and to comply with FCC Requirements.

2.2 Additional Licensee Obligations. Although both parties shall cooperate in the broadcast of emergency information over the Stations, Licensee shall also retain the right to interrupt Programmer's programming in case of an emergency or for commercial-free programming which, in the reasonable good faith judgment of Licensee, is of greater local or national public importance; provided, however, that in no event shall Licensee exercise such right with the intention of interfering with the intent of this Agreement. In all such cases, Licensee will use best efforts to give Programmer reasonable advance notice of its intention to preempt any regularly scheduled programming of Programmer. Programmer shall broadcast all required station identification announcements in form and content approved by Licensee with respect to the Stations in material compliance with FCC Requirements and any other announcements required to be aired by the rules, regulations, and policies of the FCC. Licensee shall continue to maintain a main studio, as that term is defined by FCC Requirements and as

provided for in Section 2.7 below; shall maintain the Stations' local public inspection files in accordance with FCC Requirements with the reasonable assistance of Programmer; and shall prepare and place in such inspection files in a timely manner all material required by FCC Requirements, including the Stations' quarterly issues and program lists, with the reasonable assistance of Programmer. Programmer shall promptly provide Licensee with such information concerning Programmer's programs and advertising as is necessary to assist Licensee in the preparation of such information and shall promptly provide Licensee with all documents Programmer receives that are required to be placed in the Stations' political or public inspection files. Licensee shall also receive and respond to telephone inquiries, and control and oversee any remote control point for the Stations. Programmer will cooperate with and assist Licensee in compiling and preparing all information that is reasonably necessary to enable it to prepare all reports and records, and submit all filings, required by the FCC or other Governmental Authorities.

2.3 Maintenance and Repair. Subject to Licensee's control and direction, Programmer shall maintain operations of the Stations as is customary in the television broadcast industry, including maintaining the Transmitter Sites, including their respective antennas, transmitters and transmission lines. Programmer shall undertake such repairs or the purchase of replacement equipment as may be reasonably necessary. Programmer shall promptly advise Licensee of the need for any material repairs or replacement of equipment and shall promptly undertake such repairs subject to first receiving Licensee's approval which shall not be unreasonably withheld, conditioned or delayed.

2.4 Compliance with FCC Technical Rules. Licensee shall designate Programmer's Chief Engineer as the chief operator for the Stations, at no cost or expense to Licensee, who shall be responsible for maintaining the transmission facilities of the Stations and who shall be responsible for ensuring compliance by the Stations with the technical operating and reporting requirements established by the FCC.

2.5 License to Use Call Signs. During the term of this Agreement, Licensee grants Programmer the exclusive right to use the Stations' call signs in connection with and during the programming of the Programmer.

2.6 Right to Sublet Space on Antenna. During the term of this Agreement, Licensee grants Programmer the right to use the KREN low powered television transmission facility located on the Stations' main studio building in Reno, Nevada.

2.7 Programmer's Studio. Programmer shall maintain operations of the Stations under the supervision of Licensee, from Programmer's studio facilities ("Programmer's Studio"). Licensee shall have the right to make use of Programmer's Studio for the production and broadcast of public interest programming on KREN and KAZR.

Section 3. Programming and Stations Programming Policies

3.1 Programming Requirements. Licensee acknowledges and agrees that Programmer shall enter into new permitted programming agreements and arrangements in its own name (or in the name of an affiliate of Programmer) and not in the name of the Licensee or

the Stations. Programmer's management personnel will meet at least weekly with the Manager to assist Licensee's oversight over Programmer's activities in connection with the Stations.

3.2 Broadcast Stations Programming Policy Statement. Licensee has adopted and will enforce a Broadcast Station Programming Policy Statement (the "Policy Statement"), a copy of which appears as Attachment II hereto, and which may be amended in a reasonable manner from time to time by Licensee upon written notice to Programmer. Programmer agrees and covenants to comply in all material respects with the Policy Statement and any changes subsequently made thereto by Licensee and provided to Programmer or necessitated by changes in FCC Requirements. All programs shall be prepared and presented in material conformity with the Policy Statement and FCC Requirements. All advertising spots and promotional material or announcements shall comply, in all material respects, with applicable Legal Requirements.

3.3 Licensee Control of Programming. The Licensee shall have the full and unrestricted right to reject, delete and not broadcast any material contained in any part of the programming or advertising selected and/or scheduled by Programmer which the Licensee in reasonable good faith determines would be contrary to the public interest, FCC Requirements or any other applicable Legal Requirement, or the Policy Statement, and Licensee shall not exercise such right with the intention of interfering with the intent of this Agreement. Licensee shall give Programmer as much written advance notice as reasonably possible and the justification therefor concurrently therewith or as soon thereafter as reasonably possible.

3.4 Programmer Compliance with Law. Programmer represents and warrants to Licensee that Programmer has full authority to broadcast its programming on the Stations and covenants that Programmer shall not broadcast any material in violation of the Copyright Act or any other law, or that violates the rights of any person or entity. All music supplied by Programmer shall be (i) licensed by ASCAP, SESAC or BMI, (ii) in the public domain, or (iii) cleared at the source by Programmer. Licensee will maintain ASCAP, BMI, and SESAC licenses as necessary. The right to use the programming supplied by Programmer and to authorize its use in any manner shall be and remain vested in Programmer.

3.5 Sales. Programmer shall retain all revenues arising from the Stations and the conduct of the business of the Stations, including all revenues received from any network, distributor or program supplier with respect to affiliation or use of programming on the Stations, and all revenues from the sale of advertising time within the programming broadcast on the Stations.

3.6 Payola. Programmer agrees that it and its employees will not, directly or indirectly, accept any consideration, compensation, gift, or gratuity of any kind whatsoever, regardless of its value or form, including a commission, discount, bonus, material, supplies, or other merchandise, services, or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements between Programmer and merchants or advertisers, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with FCC Requirements.

3.7 Cooperation on Programming. Programmer and Licensee mutually acknowledge their interest in ensuring that KREN-TV and KAZR-CA serve the needs and interests of viewers

in Reno, Nevada, and the surrounding service area and agree to cooperate to provide such service. Programmer, in cooperation with Licensee, will ensure that programming responsive to the needs and interests of the community of license and surrounding area is broadcast, in material compliance with FCC Requirements, and Licensee on request shall assist Programmer in the production of Licensee-provided programming. Programmer will provide Licensee with a list of the programming that is broadcast in response to those issues in the quarterly issues/programs lists that Licensee will prepare, with the reasonable assistance of Programmer, pursuant to Section 2.2. Programmer shall also provide Licensee, upon reasonable request, such other information necessary to enable Licensee to prepare records and reports required by the FCC or other Governmental Authorities.

3.8 Children's Television Advertising. Programmer will not broadcast commercial matter within the programs that Programmer provides that are designed for children aged 12 years and under that would cause the Stations to exceed the amounts permitted under, or otherwise violate, FCC Requirements and will take all steps necessary to pre-screen children's programming broadcast during the hours Programmer is providing such programming to establish that commercial matter is not being broadcast in excess of FCC Requirements.

3.9 Children's Programming. Programmer agrees that it will provide all programming necessary, to comply with the children's programming requirements as specified by FCC Requirements. Programmer shall be responsible for providing to Licensee information and documentation with respect to the children's programming that Programmer broadcasts to assist Licensee in preparing all reports and certifications required to be submitted to the FCC or placed in the Stations' public inspection file, including the following: (a) Licensee's quarterly reports on children's programming pursuant to Section 73.3526(e)(11)(iii) of the FCC's rules; and (b) Licensee's statements with respect to compliance with advertising limits in children's programs pursuant to Section 73.3526(e)(11)(ii) of the FCC's rules. Programmer shall provide the Licensee with information regarding the titles of all children's programs of Programmer broadcast on the Stations in the previous quarter to which the advertising limits apply, all program segments during which the allowed commercial limits were exceeded, if any, and a separate memo explaining why any excesses occurred in the event that excesses occurred. In carrying out its obligations with respect to children's programming, Programmer shall further maintain records with respect to commercial matter in children's programming either in the form of logs of programs reflecting the commercial time, tapes of the programs, lists of commercial minutes aired in identified children's programs, or appropriate certificates from syndicators with respect to compliance with the FCC's requirements on commercial limits. Licensee shall respond to any FCC inquiries concerning children's programming issues with the reasonable assistance of Programmer.

3.10 Digital Education Initiative. Licensee has elected Option Two pursuant to the FCC DTV Educational Initiative compliance options available to commercial television stations with respect to the on-air education campaign on the Stations, and Programmer agrees that it will provide all programming required to comply with the option elected and to provide to Licensee in advance of each quarterly filing deadline all information necessary to assist Licensee in preparing FCC Form 388.

3.11 Digital Transition. Subject to Licensee's control and direction, the build out of Licensee's digital facilities for KREN-DT shall be undertaken as provided for in the Purchase Agreement.

3.12 Class A Station. Licensee shall ensure that KAZR-CA remains in material compliance with the FCC Requirements applicable to Class A stations, with the reasonable cooperation of Programmer.

3.13 Programmer's Certification. Programmer hereby certifies that this Agreement complies with the provisions of Section 73.3555(a) of the FCC's rules.

3.14 Licensee's Certification. Licensee hereby certifies that it shall maintain the ultimate control over the Stations' facilities, including, without limitation, control over the finances with respect to the operation of the Stations, over its personnel operating the Stations and over the programming to be broadcast by the Stations.

Section 4. Stations' Agreements.

The parties hereto acknowledge and agree that Programmer is not assuming any of the Stations' agreements or contracts.

Section 5. Billing; Records and Correspondence.

Programmer shall keep written records relating to the sale of commercial advertising on the Stations and the programming consistent with Programmer's past practices. Each party hereto and its authorized officers, agents and representatives, upon prior written request, shall have reasonable access to the appropriate books and records of the other party hereto, with respect to the Stations, including with respect to complaints, inquiries and other correspondence, to conduct such examination and investigation as the requesting party deems necessary to ensure compliance with the terms and provisions of this Agreement and to permit such party to comply with its tax reporting compliance requirements, *provided* that such examination and investigation shall be at the requesting party's cost and expense and shall be during the Stations' normal business hours, *provided further* that such examination and investigation does not conflict, in Programmer's sole discretion, with Programmer's requirements as a public company, *provided further* that Programmer shall provide to Licensee the maximum access to the appropriate books and records of Programmer that is permissible, in Programmer's reasonable discretion, under Programmer's requirements as a public company.

Section 6. Indemnification

6.1 Programmer's Indemnification. Programmer shall indemnify and hold harmless Licensee from and against any and all claims, losses, costs, liabilities, damages, forfeitures, and expenses (including reasonable legal fees and other expenses incidental thereto) of every kind, nature, and description (collectively, "Damages") resulting from (i) Programmer's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any negligence of Programmer or its employees or agents. Without limiting the generality of the foregoing, Programmer shall indemnify Licensee from and against liability with respect to matters arising from or relating to violations of FCC Requirements by Programmer, including

but not limited to children's programming requirements, and to copyright, slander, defamation or any other claims or violations of law relating to programming or advertising provided by Programmer.

6.2 Licensee's Indemnification. Licensee shall indemnify and hold harmless Programmer from and against any and all Damages resulting from (i) Licensee's breach of any representation, warranty, covenant or agreement contained in this Agreement, or (ii) any negligence of Licensee or its employees or agents. Without limiting the generality of the foregoing, Licensee shall indemnify Programmer from and against liability with respect to matters arising from or relating to violations of FCC Requirements by Licensee, and slander, defamation or other claims relating to programming provided by Licensee.

6.3 Procedures for Indemnification. The procedures for indemnification shall be as follows:

(a) In the event that any Party hereto shall sustain or incur any Damages in respect of which indemnification may be sought by such Party pursuant to this Section 6, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt written notice thereof (a "Claim Notice") to the Party for which indemnification is claimed (the "Indemnitor"), which Claim Notice shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, and the amount thereof, estimated in good faith, and refer in good faith (and without any binding effect) to the provisions of this Agreement that Claimant thinks are relevant to such claim. If the claim relates to an action, suit or proceeding filed by another Person against Claimant, then the Claim Notice shall be given by Claimant within ten (10) Business Days after written notice of such action, suit or proceeding was given to Claimant and shall include true and complete copies of all suit, service and filed claim documents. For purposes of this subsection, any Claim Notice that is sent within ten (10) Business Days of the date upon which the Claimant actually learns of such Damages shall be deemed to have been "prompt notice"; *provided* that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(b) With respect to claims solely between the parties hereto, following receipt of notice from the Claimant of a claim, the Indemnitor shall have forty-five (45) days to make such investigation of the claim as the Indemnitor deems necessary or desirable, and the Claimant agrees to make available to the Indemnitor and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor agree at or prior to the expiration of such forty-five (45)-day period to the validity and amount of such claim, then the Indemnitor shall promptly pay to the Claimant the full amount of the claim, subject to the terms and limitations hereof. If the Claimant and the Indemnitor do not agree within such forty-five (45)-day period, then the Claimant may seek appropriate remedy at law or equity, as applicable, subject to the terms and limitations hereof.

(c) With respect to any claim by any other Person against the Claimant (a "Third-Party Claim"), the Claimant and the Indemnitor shall each make available to the other Party or its representatives all records and other materials in the first Party's possession reasonably

required by the other Party for use in contesting or defending any Third-Party Claim. Upon the receipt of a Claim Notice with respect to a Third-Party Claim, the Indemnitor shall have the right to participate in or undertake (at its own expense) and assume control of, by counsel or representatives of its own choosing, the defense of such claim, and the Claimant agrees to cooperate fully with the Indemnitor; *provided, however*, that the Indemnitor may not assume control of the defense of such claim unless it shall unconditionally agree in writing to indemnify the Claimant for all Damages relating to such claim disclosed in the Claim Notice regarding which the Indemnitor confirms in writing its obligation to indemnify the Claimant under Section 6.1 or 6.2 hereof, as the case may be (and such agreement and confirmation shall only be between Programmer and Licensee and shall not be deemed an admission of liability on the part of the Indemnitor as against such third party). If the Indemnitor elects to assume control of the defense of any Third-Party Claim, then (i) the Indemnitor shall conduct the defense of the Third-Party Claim diligently and in good faith, (ii) the Claimant shall have the right to participate in the defense of such claim at its own expense and shall not settle or compromise the Third-Party Claim, and (iii) the Indemnitor shall have the power and authority to settle or consent to the entry of judgment in respect of the Third-Party Claim without the consent of the Claimant if the judgment or settlement results only in the payment by the Indemnitor of the full amount of money damages and includes a release of the Claimant from any and all liability thereunder, and, in all other events, the Indemnitor shall not consent to the entry of judgment or enter into any settlement in respect of a Third-Party Claim without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. If the Indemnitor does not elect to assume control of the defense of any Third-Party Claim, or the Indemnitor shall elect to assume control of such defense but not conduct the defense of the Third-Party Claim diligently and in good faith, then the Claimant may defend through counsel of its own choosing and in such manner as it reasonably deems appropriate with such defense being at Indemnitor's expense (to the extent Indemnitor is liable therefore under Section 6.1 or 6.2, or under any written agreement between Indemnitor and Claimant with respect to such claim), and the Indemnitor shall be bound by any judicial determination made in such action or any commercially reasonable compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Damages incurred by the Claimant (to the extent Indemnitor is liable therefore under Section 6.1 or 6.2, or under any written agreement between Indemnitor and Claimant with respect to such claim); *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense (and any settlement discussions) and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense, compromise or settlement thereof.

(d) If a Third-Party Claim requires immediate action, the parties hereto will use commercially reasonable effort to reach a decision with respect thereto as expeditiously as possible..

(e) The indemnification rights provided herein shall extend to the shareholders, directors, officers, employees, representatives, and successors and assigns of any Claimant although for the purpose of the procedures set forth in this Section 6.3, any indemnification claims by such parties shall be made by and through the Claimant.

6.4 Survival of Indemnities. The indemnification obligations of Licensee and Programmer under this Section 6 shall survive any termination or expiration of this Agreement for one year.

6.5 Time Brokerage Challenge. If this Agreement is challenged directly or indirectly at the FCC, counsel for the Licensee and counsel for the Programmer shall jointly defend the Agreement and the parties' performance hereunder throughout all FCC proceedings. If portions of this Agreement do not receive the approval of the FCC, then the parties shall use their reasonable best efforts and negotiate in good faith to reform or modify this Agreement as necessary to satisfy the FCC's concerns while preserving, to the maximum extent possible, the intent of the parties and the economic and other benefits of the Agreement, or at either party's option, seek reversal of the FCC's decision and approval from the full FCC (including reconsideration or rehearing) or a court of law. If the FCC initiates any revocation or other proceeding with respect to the authorizations issued to Licensee for the operation of the Stations as a result of a challenge of this Agreement at the FCC, then Licensee shall use its diligent efforts to contest such action, and Programmer shall cooperate in contesting such FCC action (including but not limited to assembling and providing to the FCC information relating to Programmer's performance under this Agreement). All fees and expenses (including legal fees and other expenses incidental thereto) incurred in this Section 6.5, and any fines, penalties or forfeitures incurred by Licensee as a result of any such proceedings, shall be paid half by Licensee and half by Programmer.

6.6 Intentionally Omitted.

6.7 Limitations. Notwithstanding any provision of this Agreement to the contrary, (i) any fact or circumstance that occurs as a result of any action by Programmer, or failure by Programmer to act when under a duty to act, in accordance with the terms hereof or as a result of Programmer's activities or operations with respect to the Stations (including any breach by Licensee of Section 1.5(b) that is caused by Programmer's failure to pay the Monthly Costs), shall not be deemed a default or breach by Licensee of its representations, warranties, covenants or agreements in this Agreement; and (ii) any fact or circumstance that occurs as a result of any action by Licensee, or failure by Licensee to act when under a duty to act, in accordance with the terms hereof or as a result of Licensee's activities or operations with respect to the Stations shall not be deemed a default or breach by Programmer of its representations, warranties, covenants or agreements in this Agreement.

Section 7. Access to Programming Materials; Political Advertising and Handling of Communications

7.1 Confidential Review. Programmer shall make available to Licensee all correspondence and complaints received from the public (including any telephone logs of complaints), and copies of any program logs and promotional materials. Nothing in this Section shall entitle Licensee to review the internal corporate or financial records of the Programmer.

7.2 Political Advertising. Programmer shall assist Licensee in complying with FCC Requirements regarding political broadcasting and the Bipartisan Campaign Reform Act of 2002 ("BCRA"). Licensee shall promptly supply to Programmer, and Programmer shall promptly

supply to Licensee, such information, including all inquiries concerning the broadcast of political advertising, as may be necessary to comply with FCC Requirements, including the lowest unit rate, equal opportunities, reasonable access, political file, and related requirements. Licensee shall develop a statement that discloses the Stations' political broadcasting policies to political candidates with the reasonable assistance of Programmer, and Programmer shall follow those policies and rates in the sale of political programming and advertising, and Programmer shall comply with FCC Requirements regarding political broadcasting and BCRA. In the event that Programmer fails to satisfy the political broadcasting requirements of FCC Requirements through no fault of Licensee, and such failure inhibits Licensee in its compliance with the political broadcasting requirements of FCC Requirements and BCRA, then Programmer shall provide rebates to political advertisers or take whatever remedial steps are necessary, including the payment of any resulting FCC fines or forfeitures unrelated to Licensee's actions, to ensure full compliance with the Commission's political advertising requirements.

7.3 Handling of Communications. Programmer and Licensee shall cooperate in promptly responding to or otherwise handling, as appropriate, all mail, emails, faxes or telephone calls directed to the Stations in connection with the Stations' programming or any other matter relevant to Licensee's or Programmer's responsibilities and obligations under this Agreement. Promptly upon receipt, Programmer shall advise Licensee, and Licensee shall advise Programmer, of any public or FCC complaint or inquiry known to Programmer or the Licensee, as applicable, concerning the Stations' programming, and each shall provide the other with a copy of any correspondence received relating thereto. Upon Licensee's reasonable request, Programmer shall broadcast appropriate material responsive to such complaints and inquiries on matters required to be handled by Licensee under FCC Requirements.

Section 8. Termination and Remedies Upon Default

8.1 Termination.

(a) In addition to other remedies available at law or equity, this Agreement may be terminated as set forth below by either Licensee or Programmer by written notice to the other if the party seeking to terminate is not then in material breach hereof, upon the occurrence of any of the following:

(i) subject to the provisions of Sections 6.5 and 9.7, this Agreement is declared invalid or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction and such order or decree has become final and no longer subject to further administrative or judicial review;

(ii) the other party is in material breach of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of written notice from the non-breaching party;

(iii) the mutual written consent of both parties;

(iv) there has been a material change in FCC Requirements that would cause this Agreement to be in violation thereof; such change is in effect and not the

subject of an appeal or further administrative review; and this Agreement cannot be reformed, in a manner acceptable to Programmer and Licensee, to remove and/or eliminate the violation; or

(v) the consummation or termination of the Purchase Agreement pursuant to its terms.

(b) In addition, this Agreement may be terminated as set forth below by Programmer by written notice to Licensee, if:

(i) Licensee shall, (x) prior to approval of the Bidding Procedures Order, accept any Acquisition Proposal or seek the approval by the Bankruptcy Court of any Acquisition Proposal (whether pursuant to Section 363 of the Bankruptcy Code, in a Chapter 11 plan of reorganization or otherwise), or (y) following approval of the Bidding Procedures Order, take any action to pursue any Acquisition Proposal other than as expressly permitted by the Bidding Procedures Order;

(ii) any Person or group shall have entered into a definitive agreement or any agreement in principle with Licensee with respect to any Acquisition Proposal;

(iii) the board of directors of Licensee, or any committee thereof, shall have resolved to do any of the actions provided for above in Sections 8.1(b)(i) or (ii);

(iv) the Bankruptcy Court shall have entered an order approving (x) an Acquisition Proposal, (y) any sale of the Assets (or any material portion thereof) other than to Programmer, or (z) any of the foregoing; or

(v) upon (x) the dismissal of the Chapter 11 Case or the conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code; (y) the appointment of a trustee or the appointment of an examiner with expanded powers in the Chapter 11 Case; or (z) the filing of a plan of reorganization for Licensee that is in any manner or respect materially inconsistent with, or would otherwise reasonably be expected, directly or indirectly, to delay materially, affect adversely, or conflict with the transactions contemplated or the benefits reasonably expected to be gained by Programmer under this Agreement or the Purchase Agreement.

(c) Programmer may unilaterally terminate this Agreement, with ten days' prior written notice to Licensee, upon the preemption by Licensee of more than twenty (20) hours of Programmer's programming in any one week (excluding for this purpose all preemptions made in good faith by Licensee for local, regional or national emergencies or disasters).

(d) From the effective date of this Agreement until the earlier of the closing pursuant to the terms of the Purchase Agreement or the first anniversary of this Agreement (the "Termination Date"), Programmer and Licensee agree to cooperate in good faith and to take such commercially reasonable actions as shall be necessary to ensure that Stations' operations will continue, to the extent reasonably possible, in accordance with the terms of this Agreement, and that the termination of this Agreement is effected in a manner that will minimize, to the extent reasonably possible, any material disruption of the Stations' ongoing operations.

(e) The terms of Sections 8.1(d) and (e) shall survive any termination of this Agreement for one year, and no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other as provided in this Agreement or limit or impair any party's rights to receive payments due and owing or accruing under this Agreement on or before the date of such termination (including Programmer's obligations under Section 1.4 and Licensee's obligations under Section 1.5(b)).

8.2 Intentionally Omitted.

8.3 Proration. In the event of termination of this Agreement (other than by reason of the Closing) and exclusive of any Damages to which either party may be entitled pursuant to Section 6 hereof, for purposes of determining the Stations' receivables and payables, and to determine the net amount owed by Programmer to Licensee, or by Licensee to Programmer, as the case may be, with respect to the time period between the Effective Date and the Termination Date, the parties hereto shall prorate the revenues, expenses, and liabilities attributable to the Stations, and, except as otherwise provided in this Agreement, the principle that the Programmer will be allocated revenues earned or accrued, and shall pay expenses, costs and liabilities incurred or allocable, with respect to the business and operation of the Stations from the Effective Date until the Termination Date, and Licensee will be allocated revenues earned or accrued, and shall pay expenses, costs and liabilities incurred or allocable, with respect to the business and operation of the Stations on and after the Termination Date.

8.4 Other Agreements. During the term of this Agreement or any renewal hereof, neither Licensee nor Programmer will enter into any agreement with any third party that would materially conflict with or result in a material breach of this Agreement by such party.

Section 9. Miscellaneous

9.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, shall be delivered by personal delivery, sent by commercial overnight delivery service, or certified mail, return receipt requested, (ii) deemed to have been given on the date of actual receipt, which may be conclusively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any party, to any other address that such party may from time to time designate in a writing delivered in accordance with this Section 9.1

If to Licensee:

E. Roger Williams
Roger Wilco Productions L
114 Ferris Hill Road
New Caanan, CT 06840
Chapter 11 Trustee

Mohsin Y. Meghji
Kevin Shea
Loughlin Meghji & Company
220 West 42nd Street, 9th Floor
New York, NY 10036

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

Burt Braverman
Davis Wright Tremaine
1919 Pennsylvania Ave. NOW
Suite 200
Washington, DC 20006
Telephone: 202 973 4200
Telecopy: 202 973 4499

Koley Jessen P.C., L.L.O.
One Pacific Place, Suite 800
1125 South 103 Street
Omaha, NE 68124-1079
Attention: M. Shaun McGaughey and Brian
Harr
Telephone: 402-390-9500
Telecopy: 402-390-9005

If to Programmer:

Entravision Communications Corporation
2425 Olympic Boulevard, Suite 6000 West
Santa Monica, California 90404
Attention: General Counsel
Telephone: (310) 447-3870
Telecopy: (310) 449-1306

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

Thompson Hine LLP
1920 N Street, Suite 800
Washington, D.C. 20036
Attention: Barry Friedman, Esq.
Telephone: 202-331-8800
Telecopy: 202-331-8330

9.2 Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights, interests, or obligations of either party hereunder shall be assigned, encumbered, hypothecated, or otherwise transferred without the prior written consent of the other party, such consent not to be unreasonably withheld. No assignment permitted or consented to under this Agreement shall act as a novation and the assigning party shall not be released from, and shall remain fully liable for, all of its obligations and liabilities under this Agreement. Any assignment in violation of this Agreement shall be null and void *ab initio*. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

9.3 Entire Agreement. This Agreement (including the Attachments hereto, which are incorporated herein by reference) and the Purchase Agreement, and the documents referred to

herein and therein (the "Transaction Agreements"), embody the entire agreement and understanding of the parties relating to the Stations. The Transaction Agreements supersede all prior negotiations, letters of intent or other writings between the parties and their respective representatives with respect to the subject matter thereof. This Agreement cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

9.4 Waivers of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any party hereto to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section.

9.5 Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word "including" is not limiting, and the word "or" is both conjunctive and disjunctive. Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a section, schedule, or exhibit is a reference to a section of this Agreement or a schedule or exhibit hereto, and the terms "hereof," "herein," and other like terms refer to this Agreement as a whole, including the Attachments to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

9.6 Choice of Law. This Agreement shall be construed, interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

9.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event that the FCC alters or modifies its rules, regulations, or policies in a fashion which would raise substantial and material question as to the validity of any provision of this Agreement, the parties hereto shall negotiate in good faith to revise any such provision of this Agreement with a view toward assuring compliance with all then existing FCC rules, regulations, and policies which may be applicable, while attempting to preserve, as closely as possible, the intent of the parties and economic benefits and burdens as embodied in the provision of this Agreement which is to be so modified.

9.8 No Joint Venture. Nothing in this Agreement shall be deemed to create a joint venture between the Licensee and the Programmer.

9.9 Duty to Consult. Each party will use its reasonable best efforts not to take any action that would unreasonably interfere with, threaten or frustrate the other party's purposes or business activities, and each party will keep such other party informed of, and shall coordinate with such other party regarding, any activities that may have a material effect upon such other party with respect to this Agreement.

9.10 Public Announcement. The parties hereto shall file with the FCC copies of this Agreement and any and all other documentation required by the FCC Requirements. As to any other announcements or press releases, no party hereto (or its agents or representatives) shall directly or indirectly, issue any press release or make any public announcement, comment or statement with respect to, or otherwise divulge or disclose the existence of, this Agreement, or the transactions contemplated hereby or the terms, conditions or other aspects of such transactions without prior approval of the other parties hereto (which shall not be unreasonably withheld or delayed), except as and to the extent that such party shall be obligated by law, rule or regulation, in which case the other party hereto shall be so advised and the parties hereto shall use commercially reasonable efforts to cause a mutually agreeable release or announcement to be issued.

9.11 Further Assurances. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall take such further action as the requesting party may reasonably request in order to fully effectuate the purposes, terms and conditions of this Agreement.

9.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

9.13 Attorneys' Fees and Costs. In the event any action or proceeding is commenced by either party to interpret or enforce the provisions of this Agreement or to seek remedies for a breach or wrongful termination of this Agreement, the prevailing party in such an action or proceeding shall be entitled to the award of its reasonable attorneys' fees and costs incurred in and relating to such an action or proceeding.

[END OF PAGE. SIGNATURES FOLLOW.]

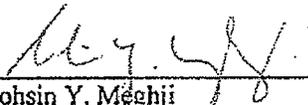
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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 Mohsin Y. Meghji, Chief
Restructuring Officer

By: 
Mohsin Y. Meghji
Chief Restructuring Officer