

CONSTRUCTION PERMIT PURCHASE AGREEMENT

This Construction Permit Purchase Agreement (the "Agreement") is made this 21st day of May, 2003 by and between Community Service Television Company, a California partnership ("Seller"), and Entravision Communications Corporation, a Delaware corporation ("Buyer").

WHEREAS, Seller holds a construction permit, Permit File Number BPTTL-20020215ACB (the "Construction Permit"), in the form attached hereto as Exhibit "A" issued by the Federal Communications Commission (the "FCC") for low-power television station K36GI, San Diego, California.

WHEREAS, Buyer wishes to acquire the Construction Permit from Seller and Seller wishes to sell the Construction Permit to Buyer.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto do hereby agree as follows:

1. Purchase of Assets. Seller hereby agrees to assign the Construction Permit to Entravision Holdings, LLC, a California limited liability company and a wholly-owned subsidiary of Buyer ("Holdings"), and Buyer agrees to purchase the Construction Permit from Seller.

2. Purchase Price. The purchase price to be paid by Buyer to Seller (the "Purchase Price") shall be One Million Eight Hundred Thousand Dollars (\$1,800,000) payable by wire transfer of immediately available funds.

3. Closing.

(a) General. Unless the parties shall otherwise agree, the closing of the transactions contemplated by this Agreement (the "Closing") shall occur on the fifth (5th) Business Day (as defined below) after notice from either party to the other party of the FCC's grant of the Assignment Application (as defined below), if the Assignment Application had not been subject to a petition to deny or written informal objection (or is subject to a petition to deny or written informal objection dismissed voluntarily by its filer or by agreement), or, if otherwise, on the fifth (5th) Business Day after notice from one party to the other that the FCC's grant of the Assignment Application has become a Final Order (the "Closing Date"). "Final Order" shall mean an FCC order or action which (A) has not been reversed, stayed, enjoined, set aside, annulled or suspended (or if previously subject to any such actions, has been restored to effectiveness) and (B) with respect to which (x) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay, and the periods provided by statute or FCC regulations for filing any such requests and for the FCC to set aside the action on its own motion have expired, or (y) in the event of review, reconsideration, appeal or stay, the termination of such process and the termination of the period provided by statute or FCC regulations for further

review, reconsideration or appeal. Unless otherwise required, the Closing shall take place by facsimile, with originals to follow by overnight courier. A "Business Day" is any day other than a day on which banks chartered in California are required or authorized by law to close.

(b) Deliveries by Seller. At the Closing, Seller shall deliver to Buyer an assignment of the Construction Permit in the form attached hereto as Exhibit "B".

(c) Deliveries by Buyer. At the Closing, Buyer shall deliver the Purchase Price in the manner described in Section 2 above.

(d) Buyer's Conditions to Closing. The obligations of Buyer under this Agreement to consummate the transactions provided for by this Agreement shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived by Buyer:

(i) Representations and Warranties; Covenants. All of the representations and warranties by Seller contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at such time. Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement to be performed or complied with by it on or before the Closing Date. Buyer shall have been furnished with certificates of Seller, dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions.

(ii) No Proceedings or Litigation; Consents. No litigation challenging the legality of the transactions provided for in this Agreement shall have been instituted and not settled or otherwise terminated. No suit by a third party against Seller seeking to restrain or invalidate this transaction, or to seeking damages because of the Closing, shall be pending which, in Buyer's reasonable judgment communicated in writing to Seller, would involve expense or lapse of time that would be materially adverse to Buyer's ability to close this transaction. Seller shall have delivered to Buyer such instruments, consents and approvals of third parties (the form and substance of which shall be reasonably satisfactory to Buyer) as are necessary to assign the Construction Permit to Buyer pursuant to this Agreement. The Assignment Application shall have been granted and, if required by Section 3(a) for a Closing, such grant shall have become a Final Order as provided in Section 3(a) above.

(iii) Material Changes by Seller. Without the prior written consent of Buyer, Seller shall not have entered into any agreement or option, warrant, call, commitment or right of any kind with any third party to acquire the Construction Permit or transferred, leased, licensed, sold, mortgaged, pledged, conveyed or otherwise disposed of any of portion of the Construction Permit or placed, created, granted or assumed any security interests on or affecting the Construction Permit, other than for taxes not yet due and payable.

(iv) No Challenge. No challenge, proceeding or action for the displacement of the Construction Permit or that is permitted as a result of the secondary nature of

lower power television station authorizations, except proceedings of general applicability, shall be pending before the FCC or on appeal of FCC order.

(e) Seller's Conditions to Closing. The obligations of Seller under this Agreement to consummate the transactions provided for by this Agreement shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived by Seller:

(i) Representations and Warranties; Covenants. All of the representations and warranties by Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date as though made at such time. Buyer shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement to be performed or complied with by it on or before the Closing Date. Seller shall have been furnished with certificates of Buyer, dated as of the Closing Date, certifying to the fulfillment of the foregoing conditions.

(ii) No Proceedings or Litigation; Consents. No litigation challenging the legality of the transactions provided for in this Agreement shall have been instituted and not settled or otherwise terminated. No suit by any third party against Buyer seeking to restrain or invalidate this transaction, or to seeking damages because of the Closing, shall be pending which, in Seller's reasonable judgment communicated in writing to Buyer, would involve expense or lapse of time that would be materially adverse to Seller's ability to close this transaction. The Assignment Application shall have been granted and, if required by Section 3(a) for the Closing, such grant shall have become a Final Order as provided in Section 3(a) above.

4. Representations and Warranties.

(a) Seller represents and warrants to Buyer as follows:

(i) Organization. Seller is a partnership duly organized, validly existing and in good standing under the laws of the State of California and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(ii) Authority. Subject to the grant of the Assignment Application, all requisite partnership resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Seller have been duly adopted and complied with.

(iii) Title to Property. Seller is the sole and exclusive holder of the Construction Permit and, subject to FCC rules and the conditions on the Construction Permit, the Construction Permit is free and clear of any and all liens, statutory or otherwise, security interests, claims, pledges, licenses, equities, options, conditional sales contracts, assessments, levies, charges or encumbrances of any nature whatsoever except liens for taxes not yet due and

payable. Except for this Agreement, there is no security, option, warrant, right, call, subscription agreement, trust, commitment, encumbrance or understanding of any nature whatsoever, fixed or contingent, that directly or indirectly calls for the sale, conveyance or transfer of the Construction Permit except liens for taxes not yet due and payable.

(iv) Compliance with Law. In connection with the Construction Permit, Seller has complied and is complying in all material respects with, and is not in default under or in violation of, the terms of the Construction Permit and all applicable statutes, laws, rules, regulations and ordinances of any governmental body, whether federal, state or local. Seller has paid or caused to be paid all regulatory fees required to be paid by the FCC relating to the Construction Permit. Except as otherwise stated herein, no consent, approval or authorization by, or filing by Seller with, any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority relating to Seller. Seller does not know of any facts which would disqualify it under the Communications Act of 1934, as amended, from assigning the Construction Permit.

(b) Buyer represents and warrants to Seller as follows:

(i) Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to own its property and to carry out all of the transactions contemplated by this Agreement.

(ii) Authority. Subject to the grant of the Assignment Application, all requisite corporate resolutions and other authorizations necessary for the execution, delivery, performance and satisfaction of this Agreement by Buyer have been duly adopted and complied with.

(iii) Compliance with Law. Buyer has complied with and is now complying with all laws, rules and regulations that are material in any way to this Agreement. Except as otherwise stated herein, no consent, approval or authorization by, or filing by Buyer with any governmental authorities is required in connection with the transactions contemplated herein. The carrying out of this Agreement will not result in any violation of or be in conflict with any existing judgment, decree, order, statute, law, rule or regulation of any governmental authority relating to Buyer. Buyer does not know of any facts which would disqualify it under the Communications Act of 1934, as amended, from holding the Construction Permit.

(iv) Financial Ability. Buyer has the funds required to pay the Purchase Price and such funds are not committed or earmarked for any other use.

5. Maintenance of Business by Seller. Seller covenants and agrees that from and after the execution and delivery of this Agreement to and including the Closing:

(a) Seller shall use best efforts to keep the Construction Permit in full force and effect during the term of this Agreement; *provided, however*, Seller shall have no obligation to oppose or prevent any displacement of the Construction Permit or any other action that is permitted as a result of the secondary nature of lower power television station authorizations, and Seller shall have no responsibility for any impairment to the Construction Permit arising from a change in FCC rules or law.

(b) Seller shall pay any regulatory fees assessed under Section 9 of the Communications Act of 1934, as amended, for the Construction Permit as of the time before the Closing.

(c) Seller shall not take any action or permit any other person to take an action which would frustrate the intention of the parties that, upon consummation of the transactions contemplated by this Agreement, Holdings shall become the licensee of the Construction Permit; *provided, however*, that Seller shall have no responsibility for actions allowed by law or regulation (including, without limitation, the secondary nature of lower power television station authorizations), for (except as stated in Section 8) petitions to deny and informal objections filed by third parties, for the failure of the FCC to timely consent to the assignment of the Construction Permit or for anything arising from a change in FCC rules or federal law.

6. Indemnification; Litigation.

(a) Survival of Representations and Warranties. The several representations and warranties of the parties contained in this Agreement (or in any document, certificate, schedule or exhibit delivered in connection herewith) shall be deemed to have been relied upon by the parties, notwithstanding any investigation made by the parties, shall survive the Closing Date and, except as otherwise specifically provided in this Agreement, shall survive for a period of one (1) year following the Closing Date, except as to any matters with respect to which a bona fide written claim shall have been made to the other party or an action at law or in equity shall have commenced and served on the other party before such date, in which event survival shall continue (but only with respect to, and to the extent of, such claim) until the final resolution of such claim or action, including all applicable periods for appeal.

(b) Indemnification by Seller. Seller agrees to indemnify and to hold Buyer harmless from and against and in respect of any losses, damages, costs, expenses, settlement payments, obligations, liabilities, claims, actions or causes of action and encumbrances (collectively, excluding lost profits, special, exemplary and consequential damages, "Losses") incurred by Buyer from its reliance upon any material misrepresentation, material breach of warranty or material nonfulfillment of any agreement or covenant on the part of Seller under this Agreement (except those waived by Closing), or from its reliance upon any material misrepresentation in any exhibit, schedule or other instrument furnished by Seller to Buyer hereunder.

(c) Indemnification by Buyer. Buyer agrees to indemnify and to hold Seller harmless from and against and in respect of any Losses incurred by Seller from its reliance upon any material misrepresentation, material breach of warranty or material nonfulfillment of any agreement or covenant on the part of Buyer under this Agreement (except those waived by Closing), or from its reliance upon any material misrepresentation in any exhibit, schedule or other instrument furnished by Buyer to Seller hereunder.

(d) Notice of Claims; Defense of Claims.

(i) If any action, suit or proceeding shall be commenced against, or any claim or demand shall be asserted against, or any hearing, study, inquiry or investigation be made of Seller or Buyer, as the case may be, in respect of which such party proposes to demand indemnification under this Section 6 and as a condition precedent thereto, the party seeking indemnification (the "Indemnified Party") shall notify the other party (the "Indemnifying Party") to that effect within thirty (30) days of learning thereof, and in any event, within the applicable time period specified in Section 6(a) above, and the Indemnifying Party shall have the right to assume the entire control of (subject to the right of the Indemnified Party to participate, at its expense and with counsel of its choice, in) the defense thereof, including the selection of counsel, and in connection therewith, the Indemnified Party shall cooperate fully in all respects with the Indemnifying Party in any such defense thereof, including, without limitation, the selection of counsel. The Indemnifying Party will not compromise or settle any such action, suit, proceeding, claim or demand without the prior consent of the Indemnified Party, which consent will not be unreasonably withheld.

(ii) Upon discovery of any breach of the covenants, obligations, representations and warranties herein contained (other than as a result of the bringing of any action, suit or proceeding, or the assertion of any claim or demand or the making of a hearing, study, inquiry or investigation referred to in Section 6(d)(i)), the party seeking indemnification with respect to such breach shall give notice to the other party or parties, as the case may be, within a reasonable time after the discovery of such breach, and in any event, within the applicable time period specified in Section 6(a) above.

(iii) The obligations to indemnify set forth in this Section 6 are conditioned as to any particular liability for which indemnification is sought upon compliance by the party seeking indemnification with the requirements set forth in this Section 6(d), unless failure to comply has not materially prejudiced the other party or parties, as the case may be.

(iv) The Indemnifying Party shall provide the Indemnified Party with access to all records and documents of the Indemnifying Party relating to any claim indemnifiable hereunder. The Indemnified Party shall provide the Indemnifying Party with access to all records and documents of the Indemnified Party relating to any claim indemnifiable hereunder.

(e) Court Costs and Attorneys' Fees and Expenses. In the event that in

connection with any dispute arising under the terms of this Agreement (whether initiated for indemnification under this Section 6 or otherwise) either party hereto should initiate a suit or other judicial proceeding against the other party hereto to enforce its rights hereunder, the prevailing party in any such suit or proceeding shall be entitled to receive from the non-prevailing party to the suit or proceeding, in addition to any other amounts to which the prevailing party may be entitled, the amount of all court costs and reasonable attorneys' fees and expenses incurred by such prevailing party in connection with the suit or proceeding.

(f) Limitation on Recovery. Neither party shall be responsible for Losses of the other party until such Losses exceed \$25,000 and the total amount of Losses, including amounts payable under Sections 6(e) and 18 by a party shall be limited to the Purchase Price.

7. Assignability; Successors. This Agreement shall inure to the benefit of and be binding upon the parties and their respective personal representatives, heirs, successors and permitted assigns. Notwithstanding the immediately preceding sentence, Buyer may not assign any of its rights under this Agreement except that Buyer may, at its absolute discretion but either prior to the filing of the Assignment Application or after the Closing, assign all or some of its rights under this Agreement to any affiliate of Buyer who is qualified to hold the Construction Permit, but no assignment of any rights hereunder shall relieve Buyer of its obligations hereunder.

8. Assignment Application; Prosecution of FCC Applications. Within five (5) days of the full execution of this Agreement, Buyer shall cause Holdings to join with Seller in the execution and filing with the FCC of an application requesting the FCC's consent to the assignment of the Construction Permit from Seller to Holdings (the "Assignment Application"). Subject to the last sentence of this Section 8, the parties shall (and Buyer shall cause Holdings to) diligently prosecute the Assignment Application and take all actions necessary to secure a grant of the Assignment Application at the earliest possible time. Buyer and Seller shall divide equally amongst each other the obligation to pay the FCC filing fee for the Assignment Application. In the event of a petition to deny or informal objection against the Assignment Application, Buyer shall bear the costs of opposing the same to the extent that it relates to Holdings' qualifications to hold the Construction Permit, and Seller shall bear the costs of opposing the same to the extent it relates to Seller's qualifications to assign the Construction Permit or the existence of the Construction Permit.

9. Notices. All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given when delivered by hand or sent by facsimile transmission to the following:

If to Seller: Community Service Television Company
Attention: Carl B. Hilliard
Via/Net Companies
1246 Stratford Court
Del Mar, California 92014

Telephone: (858) 481-7200
Facsimile: (858) 509-2937

with a required copy to:

Gardner Carton & Douglas LLC
Attention: Thomas J. Dougherty, Jr., Esq.
1301 K Street, NW
Suite 900, East Tower
Washington, D.C. 20005
Telephone: (202) 230-5164
Facsimile: (202) 230-5364

If to Buyer:

Entravision Communications Corporation
Attention: Walter F. Ulloa
2425 Olympic Boulevard, Suite 6000 West
Santa Monica, California 90404
Telephone: (310) 447-3870
Facsimile: (310) 449-4706

with a required copy to:

Entravision Communications Corporation
Attention: Michael G. Rowles, Esq.
2425 Olympic Boulevard, Suite 6000 West
Santa Monica, California 90404
Telephone: (310) 447-3873
Facsimile: (310) 453-9919

10. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby.

11. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements between the parties and understandings of the parties, oral and written, with respect to its subject matter. This Agreement may be modified only by an agreement in writing executed by all of the parties hereto. Time is of the essence in the construction of any deadlines contained herein.

12. Termination Events. This Agreement may, by written notice given prior to the Closing, be terminated:

(a) by Buyer: (i) if Seller does not deliver the assignment of the Construction Permit on the Closing Date; (ii) if any of the conditions set forth in Section 3(e) of this Agreement have not been materially satisfied as of the Closing Date or if satisfaction of such condition is or becomes impossible (other than through the failure of Buyer to comply with its obligations under this Agreement) and Buyer has not waived such condition in writing on or before the Closing Date; (iii) if Seller remains in default in any material respect in the observance

or in the due and timely performance of any of its covenants or agreements contained herein after thirty (30) days written notice and opportunity to cure; (iv) if the FCC dismisses or denies the Assignment Application without the right to reconsider or refile; or (v) if there shall be any final decree or order that prohibits or makes unlawful the Closing.

(b) by Seller: (i) if Buyer does not deliver the Purchase Price on the Closing Date; (ii) if any of the conditions set forth in this Agreement have not been materially satisfied as of the Closing Date or if satisfaction of such condition is or becomes impossible (other than through the failure of Seller to comply with its obligations under this Agreement) and Seller has not waived such condition in writing on or before the Closing Date; (iii) if Buyer remains in default in any material respect in the observance or in the due and timely performance of any of its covenants or agreements contained herein after thirty (30) days written notice and opportunity to cure; (iv) if the FCC dismisses or denies the Assignment Application without the right to reconsider or refile; or (iv) if there shall be any final decree or order that would prohibits or makes unlawful the Closing;

(c) by mutual consent of the parties; or

(d) by either party upon notice to the other party if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its material obligations under this Agreement) on or before December 31, 2004.

13. Survival. All representations, warranties, covenants and agreements made by the parties hereto or in any certificate to be delivered hereunder or made in writing in connection with the transactions contemplated herein shall survive the execution and delivery of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each of the parties hereto shall have delivered to it this Agreement duly executed by the other parties hereto.

15. Headings. The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

16. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

17. Specific Performance. The parties recognize and acknowledge that in the event either of them shall fail to perform its obligations under the terms of this Agreement, money damages alone will not be adequate to compensate the other. The parties, therefore, agree and acknowledge that in the event either of them fails to perform its obligations under this

Agreement, the other party shall be entitled to injunctive relief and/or specific performance to prevent or cure such failure and to enforce specifically the terms and provisions hereof, this being in addition to monetary damages and any other rights and remedies on account of such failure.

18. Attorneys' Fees. If any action at law or equity is brought, whether in a judicial proceeding or arbitration or reference, to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the other party, which fees and expenses shall be in addition to any other relief which may be awarded.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller

COMMUNITY SERVICE TELEVISION COMPANY,
a California partnership

By: _____


Frank Domniguez
Partner

Buyer

ENTRAVISION COMMUNICATIONS CORPORATION,
a Delaware corporation

By: _____

Walter F. Ulloa
Chairman and Chief Executive Officer

Exhibit "A" Copy of Construction Permit
Exhibit "B" Form of Construction Permit Assignment
pc01/397630.1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Seller

COMMUNITY SERVICE TELEVISION COMPANY,
a California partnership

By: _____

H. Frank Domniguez
Partner

Buyer

ENTRAVISION COMMUNICATIONS CORPORATION,
a Delaware corporation

By: _____

Walter F. Ulloa
Chairman and Chief Executive Officer

Exhibit "A" Copy of Construction Permit
Exhibit "B" Form of Construction Permit Assignment

United States of America
FEDERAL COMMUNICATIONS COMMISSION
LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

COMMUNITY SERVICE TELEVISION COMPANY
P.O. BOX 2090
DED MAR CA 92014

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 13022

Grant Date: August 20, 2002
This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

Call Sign: K36GI

Permit File Number: BPTTL-20020215ACB

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Equipment and program tests shall be conducted only pursuant to Sections 73.1610 and 73.1620 of the Commission's Rules.

Name of Permittee: COMMUNITY SERVICE TELEVISION COMPANY

Station Location: CA-SAN DIEGO

Frequency (MHz): 602 - 608

Offset: ZERO

Channel: 36

Hours of Operation: Unlimited

Callsign: K36GI

Permit No.: BPTTL-20020215ACB

Transmitter: Type Accepted. See Sections 74.750 of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: SCA CL-1469

Major lobe directions 237
(degrees true):

Antenna Coordinates: North Latitude: 32 deg 41 min 47 sec

West Longitude: 116 deg 56 min 09 sec

Maximum effective radiated power (Visual): 3.42 kW

Height of radiation center above ground: 25 Meters

Height of radiation center above mean sea level: 806 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 45.7 meters.

Special operating conditions or restrictions:

- 1 The authorization of a license to operate this station is conditioned upon the use of a transmitter that has been type accepted or meets Commission type acceptance requirements at a visual carrier frequency tolerance of plus/minus 1 kHz. In the event the transmitter has not been type accepted at this tolerance, the permittee shall, in the license application, provide full engineering data that demonstrates compliance with Section 74.750 (c)(3)(iii) of the Commission's Rules.
- 2 This authorization is subject to the condition that low power television is a secondary service, and that low power television and television translator stations must not cause interference to the reception of existing or future full service television stations on either allotted NTSC or DTV channels, and must accept interference from such stations.

*** END OF AUTHORIZATION ***

EXHIBIT B

TO CONSTRUCTION PERMIT PURCHASE AGREEMENT

CONSTRUCTION PERMIT ASSIGNMENT

KNOW ALL PERSONS BY THIS INSTRUMENT that COMMUNITY SERVICE TELEVISION COMPANY, a California partnership, in exchange for good and adequate consideration received, does hereby convey, transfer, assign and deliver to _____¹, all right and interest of the Assignor (if any) in and to the construction permit issued by the Federal Communications Commission for low power television station K36GL.

This Construction Permit Assignment is governed under and shall be construed in accordance with the laws of the State of California, without giving effect to its principles of conflicts of laws.

EXECUTED as of _____.

COMMUNITY SERVICE TELEVISION COMPANY,
a California partnership

By: _____
H. Frank Domniguez
Partner

DC01/397422.1

¹ Insert "Entravision Holdings, LLC, a California limited liability company" or, if the rights of Buyer to receive the Construction Permit have been assigned to a third party pursuant to the terms of the Construction Permit Purchase Agreement, insert that third party's legal name and entity type.