

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "Agreement") is entered into effective as of the 11th day of August, 2009 by and between Entravision Communications Corporation, a Delaware corporation ("Entravision"), and Sunflower Broadcasting Inc., a Kansas corporation ("Sunflower").

WHEREAS, Entravision owns and operates television Station KDCU-DT, Derby, Kansas (the "Station") pursuant to authorizations issued to Entravision Holdings, LLC, a California limited liability company and a wholly-owned subsidiary of Entravision ("Holdings"), by the Federal Communications Commission (the "FCC"). It is specifically understood and agreed that Holdings shall be considered a party to this Agreement to the extent, and only to the extent, that any obligations of Entravision hereunder need to be undertaken by Holdings as the actual FCC licensee of the Station.

WHEREAS, Entravision and Sunflower are parties to that certain Joint Sales Agreement, dated as of the date hereof (the "JSA"), pursuant to which Sunflower (acting as Sales Agent, as defined therein) has agreed to sell advertising and commercial time on the Station and to provide certain services with respect to the operation of the Station in conformity with the FCC Rules (as defined herein); and

WHEREAS, it is the parties' expectation that Sunflower, with its experience and operating infrastructure, in the Wichita television market ("Market"), will provide efficiency to the Station's operating processes and reduce costs, thereby helping the Station to serve the television viewing public in the Market.

NOW, THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally, agree as follows:

1. ***General Principles Governing Sharing Arrangements.*** All sharing arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended (the "Communications Act"), the FCC Rules and all other Applicable Law. The arrangements made pursuant to this Agreement will not be deemed to constitute "joint sales," "program services," "time brokerage," "local marketing," or similar arrangements, or a partnership, joint venture, or agency relationship between the parties, and no such arrangement will be deemed to give Sunflower any right to control the policies, operations, management or **any** other matter relating to the Station.

2. ***Certain Services Not to be Shared.*** Entravision will maintain for the Station separate managerial and other personnel to carry out the selection and procurement of programming for the Station.

3. **Shared Services.** Subject to Entravision's ultimate supervision and control, Sunflower agrees to provide to Entravision the following services to support the operation of the Station; *provided*, that such supervision and control shall not be deemed to permit Entravision to expand in any material respect the obligations of Sunflower or to require Sunflower to incur any material additional obligation or liability hereunder:

(a) Technical Services.

(i) Commencing on the Execution Date, Sunflower shall perform monitoring and maintenance of the Station technical equipment and facilities and, upon the request of Entravision, shall assist Entravision with the installation, repair, maintenance and replacement of the Station equipment and facilities and otherwise assist in the performance of Entravision's obligations under Section 5.1 of the JSA; *provided, however*, subject to the obligations of Sunflower pursuant to Section 5.2 of the JSA, Entravision shall be responsible for all capital and equipment replacement expenditures.

(ii) Commencing on the Execution Date, Sunflower shall make available to Entravision, on an independent contractor basis, a staff engineer employed by Sunflower to assist the chief operator for the Station in fulfilling his duties as specified by the FCC Rules.

(b) Provision of Office Space and Studios. Entravision shall lease from Sunflower offices and studio space necessary for the operation of the Station at the premises at Sunflower's studios located at 2815 East 37th Street North, Wichita, Kansas ("Studios"), under the terms of a Lease identical in form and substance to Schedule C. Entravision shall have reasonable access during regular business hours to any available space at the Studios and offices for purposes of maintaining the main studio and business offices of the Station. When on Sunflower's premises, Entravision's personnel (i) shall be subject to the direction and control of Sunflower's management personnel, which control shall not extend to Entravision's programming or finances; (ii) shall not act contrary to the terms of any lease or sublease for the premises and (iii) shall be subject to and covered by Sunflower's insurance policies. If Sunflower utilizes any Entravision telephone lines in connection with its sale of time on the Station, it shall not answer those lines in a way that implies that the lines are those of Sunflower; but Sunflower may use the Station's call letters in promotional literature where the Station are identified as being part of a joint sales arrangement and in answering the telephone.

(c) Studio-Transmitter Link. Entravision shall lease from Sunflower equipment necessary for Entravision to maintain a microwave studio-transmitter link from the Studios to the Station's transmitter site. Sunflower may terminate this lease at any time during the Term upon 120 days' prior written notice to Entravision.

(d) Services Fees. In consideration for the services to be provided to Entravision by Sunflower pursuant to this Agreement, Entravision shall pay to Sunflower such amounts as are described in Schedule A.

(e) News Briefs. The parties agree to negotiate in good faith the presentation

of news briefs during the Station's programming. Such negotiations would deal with who shall prepare the news briefs, when the news briefs are to be broadcast, who will pay the costs for doing so, and how advertising shall be allocated in the news briefs. The failure to reach such understanding shall not constitute a breach of this Agreement.

(f) **Cable Television Transmissions.** Sunflower shall use commercially reasonable means to assist Entravision in obtaining the transport of the Stations' broadcast signal to the headends of the multichannel video program distributors serving the Market, including, but not limited, to Cox Communications. The parties will undertake commercially reasonable efforts to determine whether full service television stations owned by Sunflower that cover the communities of Dodge City, Garden City, Liberal, and other communities in the Market with material populations of Spanish speakers and what the cost would be required of Entravision for Sunflower to broadcast the Station on a multicast channel of such television stations. The failure of the parties to reach agreement on such terms shall not constitute a breach of this Agreement.

(g) Sunflower shall be responsible for payment of salaries, taxes and related costs for all personnel employed by Sunflower who are used by Sunflower in the performance of Sunflower's obligations hereunder, including, without limitation, any publicity or promotional expenses incurred in performing its obligations hereunder. All of such salaries, taxes and related costs for personnel employed by Sunflower that are contained in the Budget (as well as certain unbudgeted expenses, all as defined in Schedule A) or as otherwise agreed to in writing by Entravision, shall be reimbursed in full by Entravision to Sunflower. Except as otherwise provided on Schedule A hereto, or as otherwise specifically agreed from time to time by Entravision: (i) all of such salaries, taxes and related costs for personnel employed by Sunflower that are not contained in the Budget shall not be reimbursed by Entravision, and (ii) Sunflower shall be solely responsible for all costs and expenses incurred in performing its obligations under this Agreement that are not contained in the Budget.

4. ***Term of Agreement.***

(a) 4.1. **Term.** The term of this Agreement will begin on August 1, 2009 and will continue until December 31, 2014 (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement. The term "Effective Date" shall have the same meaning as provided for in the JSA. Entravision and Sunflower each agree to notify the other party in writing prior to June 30, 2014 of their desire to: (i) allow the Agreement to terminate without an extension of the Term; or (ii) negotiate in good faith to extend the Term for a mutually agreed-upon term or otherwise amend the Agreement; provided, however, that neither party shall have any obligation to extend the Term or otherwise enter into an amendment to the Agreement.

4.2. **Right of First Refusal.** If during the Term, Entravision receives a bona fide written offer, which Entravision desires to accept (the "Offer") from a prospective party (an "Offeror") to operate the Station under a shared services arrangement to begin after the end of the Term ("SSA Offer"), before accepting the SSA Offer, Entravision shall, in accordance with the procedures set forth in this Section 4.2, offer to enter into a shared services

arrangement to Sunflower, upon the same terms set forth in the SSA Offer (except that such shared services arrangement with Sunflower shall commence simultaneously with the end of the Term as provided for in Section 4.1. hereof); provided, however, that Entravision agrees not to solicit any such JSA offer until the later of (i) June 30, 2014, and (ii) the date Entravision provides Sunflower with written notice that it desires to allow the Agreement to terminate without an extension of the Term.

4.2.1. Within fifteen (15) days after Entravision receives the SSA Offer, Entravision shall give Sunflower written notice which shall set forth the substantive terms of the SSA Offer (the "Offer Notice") and any other documentation reasonably requested by Sunflower in order to evaluate the SSA Offer. Within fifteen (15) days of Entravision's issuance of the Offer Notice, Sunflower shall notify Entravision whether it desires to enter into a further shared services arrangement subject to the Offer. Sunflower's failure to respond on a timely basis shall be considered a declination of the SSA Offer.

4.2.2. If Sunflower fails to exercise its right of first refusal in accordance with this Section 4.2, Entravision may proceed and consummate the transaction with the Offeror; provided, however, that the terms and conditions of the shared services arrangement shall be on substantially similar terms as those set forth in the Offer Notice. If Entravision shall fail to consummate the transaction with the Offeror, the right of first refusal set forth in this Section 4.2 shall once again apply to Entravision.

4.2.3. In the event that Sunflower exercises the right of first refusal provided for in this Section 4.2.3, this Agreement shall be amended (or a new agreement shall be entered into) so that the terms and conditions substantially similar terms as those set forth in the Offer Notice.

4.2.4 Notwithstanding the foregoing, no SSA Offer may be considered by Entravision unless it is accompanied by an offer from the Offeror to enter into simultaneously a joint sales agreement with Entravision for the Station.

5. ***Representations and Warranties of Entravision.*** Entravision represents and warrants to Sunflower as follows:

5.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Entravision have been duly authorized by all necessary organizational action on the part of Entravision. This Agreement has been duly executed and delivered by Entravision and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, insolvency, reorganization, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

5.2 Absence of Conflicting Agreements or Consents. The execution, delivery, and performance by Entravision of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Entravision; (b) to the actual knowledge of Entravision, does not

conflict with, result in a breach of, or constitute a default under any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Entravision; (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license, or permit to which Entravision is a party or by which it is bound as of the date hereof; and (d) will not create any claim, lien, charge, or encumbrance upon any of the assets of the Station owned by Entravision.

6. ***Representations and Warranties of Sunflower.*** Sunflower represents and warrants to Entravision as follows:

6.1 **Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by Sunflower have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by Sunflower and constitutes the legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, insolvency, or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

6.2 **Absence of Conflicting Agreements and Required Consents.** The execution, delivery, and performance by Sunflower of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (a) will not conflict with the organizational documents of Sunflower; (b) to the actual knowledge of Sunflower, does not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Sunflower; and (c) does not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license or permit to which Sunflower is a party or by which it is bound as of the date hereof.

7. ***Insurance.*** Entravision shall maintain in effect policies of insurance insuring the assets and the business of the Station pursuant to the terms, and subject to the conditions, of the JSA.

8. ***Termination.***

(a) ***Mutual Agreement.*** This Agreement may be terminated at any time by mutual agreement of the parties.

(b) ***Automatic Termination.*** This Agreement shall terminate automatically without any further action by the parties upon the termination of the JSA in accordance with its terms.

(c) ***Certain Matters Upon Termination.*** No expiration or termination of

this Agreement shall terminate the obligations of any party hereto to indemnify any other party for Third Party Claims under Section 9 of this Agreement, or limit or impair any party's rights to receive payments due and owing hereunder on or before the effective date of such termination or expiration.

9. *Indemnification.*

9.1 By Sunflower. Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 9.2, Sunflower shall indemnify, defend and hold harmless Entravision and any employee, director, member, manager, officer, stockholder, or agent of Entravision, or any of its Affiliates, successors or assignees (each, an "Entravision Indemnified Party"), from and against, and reimburse and pay to such Entravision Indemnified Party as incurred, any loss, liability, damage or expense (including reasonable legal expenses and costs and any cost or expense arising from or incurred in connection with any action, suit, proceeding, claim or judgment) relating to any indemnification matter described herein (any such amount being a "Loss" for purposes of this Section 9.1 and Section 9.2), which any such Entravision Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) Sunflower's breach of any representation, covenant, agreement or other obligation of Sunflower contained in this Agreement or from Sunflower's operation of the Station (including any actions of Sunflower in connection with Broadcast Material broadcast on the Station), and/or related to other business activities of Sunflower;

(b) any negligence or willful misconduct of Sunflower with respect to carrying out (or failing to carry out) its rights or duties under this Agreement; and

(c) Sunflower's failure to comply with any applicable statutes and regulations relating to the performance of Sunflower's duties under this Agreement.

Notwithstanding anything to the contrary contained herein, in no event shall Sunflower be liable under this Section 9.1 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

9.2 By Entravision. Except with respect to or to the extent of any Loss subject to indemnification pursuant to the terms and subject to the conditions of Section 9.1, Entravision shall indemnify, defend and hold harmless Sunflower and any employee, director, member, manager, officer, stockholder or agent of Sunflower, or any of its Affiliates, successors or assignees (each, a "Sunflower Indemnified Party") from and against, and reimburse and pay to such Sunflower Indemnified Party, as incurred, any Loss (as defined in Section 9.1), which any such Sunflower Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) Entravision's breach of any representation, covenant, agreement or other obligation of Entravision contained in this Agreement or from Entravision's operation of the Station, and/or related to other business activities of Entravision; and

(b) any negligence or willful misconduct of Entravision with respect to carrying out (or failing to carry out) its rights or duties under this Agreement;

(c) Entravision's failure to comply with any applicable statutes and regulations relating to the performance of Entravision's duties under this Agreement; and

(d) any libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from or relating to Broadcast Material broadcast on the Station following the Effective Date (other than Broadcast Material not generated by Entravision), and with respect to which Entravision had notice or otherwise should have been reasonably aware of such violations.

9.3 Procedure. The procedures for indemnification under this Agreement shall be the same procedures as set forth in Section 8.3 of the JSA.

9.4 Exclusivity. After the Effective Date, the indemnification provided by this Section 9 shall be the sole and exclusive remedy of either of Sunflower and Entravision against the other party hereto for any claim arising out of a breach of any representation, warranty, covenant or agreement herein or otherwise in connection with this Agreement; *provided*, that this Section 9.4 shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 9.3 or if available under Applicable Law or (b) any other remedy available at law or in equity for any fraud committed in connection with this Agreement.

10. ***Force Majeure***. Any delay or interruption in the broadcast operation of the Station, in whole or in part, due to acts of God, strikes, lockouts, material or labor restrictions, governmental action, riots, natural disasters or any other cause not reasonably within the control of a party shall not constitute a breach of this Agreement, and no party shall be liable to any other party for any liability or obligation with respect thereto.

11. ***Unenforceability***. If one or more provisions 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 provisions to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules while attempting to preserve the intent of the parties as embodied in the provisions of this Agreement. The parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing.

12. ***Notices***. All notices, demands, and requests required or permitted to be given

under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or by facsimile (provided that telephone notification is provided by the sending party to the receiving party that the notice has been sent), or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or delivery by facsimile, or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on Schedule B.

13. **Assignment; Binding Agreement.** Neither party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other. Notwithstanding anything to the contrary contained herein, each party shall assign its rights and obligations under this Agreement to any Person to whom it assigns its respective rights and obligations under the JSA. Upon any assignment of this Agreement, Entravision shall pay, or shall cause to be paid, all amounts accrued and owing to Sunflower as of the consummation date of such assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any permitted assignee of any party hereto shall be a "party" to this Agreement for all purposes hereof.

14. **Entire Agreement; Amendment; Waiver.** This Agreement and any attachments and Schedules (which are hereby incorporated by reference and made a part hereof), and the JSA, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. Notwithstanding anything to the contrary contained herein or in any of the other Transaction Documents, the parties acknowledge and agree that Sunflower may offset any amount owed by Entravision to Sunflower pursuant to this Agreement as a credit against any amount owed by Sunflower to Entravision pursuant to any other Transaction Document. No term or provision hereof may be changed, modified, amended, terminated or discharged (other than in accordance with its terms), in whole or in part, except by a writing which is dated and signed by the parties hereto. No waiver of any of the provisions or conditions of this Agreement or of any of the rights, powers or privileges of a party shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

15. **Governing Law.** This Agreement shall be construed *and* governed in accordance with the laws of the State of Kansas without reference to the conflict of laws principles thereof that would cause the application of the laws of any jurisdiction other than the State of Kansas. The parties submit to the exclusive jurisdiction of the federal and state courts located in Denver, Colorado, with respect to any dispute arising under this Agreement.

16. **Specific Performance.** The parties hereby agree that the services to be provided hereunder are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, either party would be irreparably damaged in the event of a material breach of this Agreement by the other party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, either party may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the other party to observe and to perform such other party's

covenants, conditions, agreements and obligations hereunder, and each party hereby agrees neither to oppose nor to resist the issuance of such a decree on the grounds that there may exist an adequate remedy at law for any material breach of this Agreement.

17. **Confidentiality.** Each party hereto agrees that it will not at any time during or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the conduct of the business or the rendering of services hereunder, any secret or confidential information of the other parties hereto. To the extent required by the Communications Act or the FCC Rules, each party shall place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

18. **Press Release.** No party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other parties; *provided, however*, that nothing contained herein shall prevent any party from promptly making all filings with governmental authorities as may, in its judgment, be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

19. **Further Assurances.** The parties hereto shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement.

20. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.

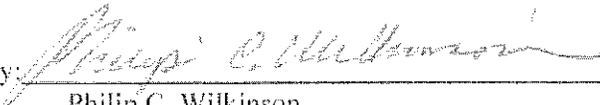
21. **Captions.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.

22. **Other Definitional Provisions.** The terms “hereof,” “herein” and “hereunder” and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term “including” is used in this Agreement (whether or not that term is followed by the phrase “but not limited to” or “without limitation” or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

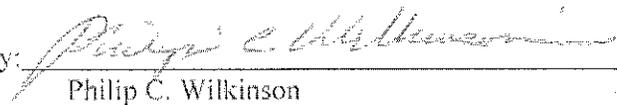
[SIGNATURE PAGE FOLLOWS]

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

ENTRAVISION COMMUNICATIONS CORPORATION

By: 
Philip C. Wilkinson
President and Chief Operating Officer

ENTRAVISION HOLDINGS, LLC,

By: 
Philip C. Wilkinson
President and Chief Operating Officer
(Subject to the limitations of the Recitals)

SUNFLOWER BROADCASTING INC.

By: _____
Name: _____
Title: _____

[Signature Page to Shared Services Agreement]

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

ENTRAVISION COMMUNICATIONS CORPORATION

By: _____
Philip C. Wilkinson
President and Chief Operating Officer

ENTRAVISION HOLDINGS, LLC

By: _____
Philip C. Wilkinson
President and Chief Operating Officer
(Subject to the limitations of the Recitals)

SUNFLOWER BROADCASTING INC.

By: Joan M. Barrett
Name: Joan M. Barrett
Title: President & General Manager

[Signature Page to Shared Services Agreement]

FIRST AMENDMENT TO SHARED SERVICES AGREEMENT

THIS FIRST AMENDMENT TO SHARED SERVICES AGREEMENT (this "Amendment") is made as of this 31st day of December, 2014 by and between **ENTRAVISION COMMUNICATIONS CORPORATION**, a Delaware corporation ("Entravision"), and **SUNFLOWER BROADCASTING INC.**, a Kansas corporation ("Sunflower").

WITNESSETH:

WHEREAS, Entravision is the parent of Entravision Holdings, LLC, the licensee of Television Station KDCU-DT, Derby Kansas (the "Station");

WHEREAS, Sunflower is the licensee of certain television stations licensed to communities in the State of Kansas;

WHEREAS, Entravision and Sunflower are also parties to that certain Shared Services Agreement, dated as of August 11, 2009 (the "Agreement"), pursuant to which Sunflower provides certain services to Entravision related to the operation of the Station; and

WHEREAS, the parties desire to enter into this Amendment to, among other things, extend the term of the Agreement, set forth the consideration payable during the extended term, and to modify the services provided by Sunflower to Entravision.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entravision and Sunflower do hereby agree as follows:

1. DEFINITIONS

All capitalized terms used in this Amendment shall have the respective meanings ascribed to them in the Agreement unless otherwise defined herein.

2. NEWS PROGRAMMING

Section 3(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(e) Intentionally Omitted."

Section 3 of the Agreement is hereby amended by adding the following new subsection:

"(h) News Program. Sunflower shall produce and provide to Entravision a one-half hour news program, ~~in the Spanish language, under the title "Noticias Univision Kansas," to be broadcast on the Station at 10:00 p.m. each weekday evening (the "News Program").~~ The parties may mutually agree to change the time at which the News Program is broadcast on the Station. The News Program shall deal with issues of local and statewide importance in the Wichita-Hutchinson television market for Latino residents of the Wichita-Hutchinson television market.

The production values for the News Program shall be on a best efforts basis on the part of Sunflower within the scope of the technology and related equipment that Sunflower and Entravision have available for the News Program. The promotion of the News Program shall be subject to the budget that Entravision makes available, as determined by Entravision in its sole discretion, for promotional efforts. Entravision shall reimburse Sunflower for such reasonable expenses incurred by Sunflower, including, but not limited to, salaries, taxes and employee benefits of personnel employed by Sunflower to the extent such personnel perform services in connection with the production of the News Program; and such reimbursement shall be provided for in annual News Program budget to which the parties agree. Sunflower shall have editorial control over the News Program, subject to ultimate control on the part of Entravision as the licensee of the Station.”

3. TECHNICAL STANDARDS; OPERATIONAL ISSUES

Section 3 of the Agreement is hereby amended by adding the following new subsections:

“(i) Budgets. The parties agree to adopt an annual Operating and Capital Budget (the “Budget”) for the services provided by Sunflower to Entravision, with the first Budget to cover calendar year 2015. Sunflower shall submit a draft budget to Entravision on or before October 1 of the calendar year prior to the year which the budget shall cover beginning in 2015. The parties shall then act in good faith to review the draft and adopt a mutually acceptable Budget. Should Entravision not respond to Sunflower’s draft budget within thirty (30) days after receipt of such draft budget, the draft budget shall be deemed approved and accepted for the following calendar year.

(j) Station Carriage. Entravision will use reasonable commercial efforts to secure the assistance of the Univision Network to obtain cable carriage for the Station on the cable television system serving Liberal, Kansas, operated by Zito Media.

(k). Operational Issues. Sunflower shall use commercially reasonable efforts to accommodate requests from Entravision with respect to operational issues related to the production of the News Program and any other programming the parties might agree to (the “Operational Issues”). The Operational Issues shall include, but shall not be limited to, inventory demands, changes in graphics, news inserts, changes in news formats, etc. For the avoidance of doubt, the parties recognize they both have limited personnel and funds and, as a result, some requests concerning Operational Issues may not be accommodated.

(l). Severance. In the event that the Agreement is terminated, other than in a termination by Entravision for cause, or not renewed by Entravision at the end of the Term, Entravision agrees as follows: (i) to provide severance to any employee of Sunflower who performs work solely for the Station on a full-time basis and is not, at the time of such termination, offered a full-time position by Sunflower or Entravision; and (ii) to provide fifty percent (50%) of the severance to any employee of Sunflower who performs work for both Sunflower and Entravision and is not, at the time of such termination, offered a full-time position by Sunflower or Entravision. Such severance shall be on the basis of one week of severance pay, at the employee’s then rate of compensation, for each full-year of employment for the Station.”

4. TERM OF AGREEMENT

Section 4.1 of the Agreement is hereby deleted and the following is substituted in its place:

“4.1. **Term.** The term of the Agreement will continue to December 31, 2017 (the “Term”), unless sooner extended or terminated in accordance with the provisions of the Agreement. The term “Effective Date” shall have the same meaning as provided for in the JSA. Entravision shall have the option to extend the Term of the Agreement, for one additional two (2) year period, to December 31, 2019, by giving written notice to Sunflower no later than June 30, 2017. Sunflower will have thirty (30) days after such notice within which to notify Entravision that it will not agree to an extension of the term. Any extension shall be subject to the terms and conditions of the Agreement.”

5. SCHEDULE A

Section 3.A. of Schedule A to the Agreement is hereby modified to remove the \$100.00 per item cap on the payment of unbudgeted items. The total amount cap of \$2,000.00 shall remain in place.

Section 3 is hereby amended by adding the following new subsection, designated as Section 3.B. and by redesignating Section 3.B. as Section 3.C.:

“B. In addition to the other compensation paid by Entravision to Sunflower under Schedule A, Entravision agrees to pay to Sunflower, for additional support provided by Sunflower to Entravision in connection with the operation of the Station, commencing on January 1, 2015, the monthly sum of Three Thousand Dollars (\$3,000.00) (the “Support Payment”). The Support Payment shall increase annually by the amount of One Thousand Dollars (\$1,000.00) per month, commencing on January 1, 2016 and continuing to increase by that amount on each succeeding January 1 of the Term. The Support Payment shall be paid on or before the fifth business day of each calendar month of the Term.”

6. TERMINATION

A new Section 8(d) is hereby added as follows:

“(d) *Termination by Entravision Due to Incentive Auction.* Entravision shall have the right to terminate the Agreement, upon ninety days’ prior written notice to Sunflower, because Entravision has reached a decision to return the Station’s license and its authorized bandwidth to the FCC pursuant to the terms of an FCC incentive auction or other bandwidth recovery process, with the termination effective upon Entravision’s formal return of the Station’s license or authorized bandwidth to the FCC. For the avoidance of doubt, in the event of a termination by Entravision under this Section, Entravision and Sunflower shall be liable to each other for compliance with the terms and conditions of this Agreement up to and including the effective date of the termination of the Station’s license as a result of the participation of Entravision in the incentive auction and bandwidth recovery process for the Station. Upon such return of the

Station's authorization, the Agreement shall be null and void and neither party shall have any further obligations to the other."

7. MISCELLANEOUS

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Kansas, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective successors and assigns, as permitted.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) Each party hereto shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants and legal counsel).

IN WITNESS WHEREOF, Sunflower and Entravision have duly executed and delivered this Amendment as of the date first above written.

ENTRAVISION:

**ENTRAVISION COMMUNICATIONS
CORPORATION**

By: _____

Name: Jeffery A. Liberman
Title: Chief Operating Officer

SIGNATURES CONTINUED ON NEXT PAGE

SUNFLOWER:

SUNFLOWER BROADCASTING INC.

By: 

Name: Joan M. Barrett

Title: President