

## EXECUTION COPY

### 2004 MARKETING AND SALES AGREEMENT

This 2004 Marketing and Sales Agreement (this "Agreement") is entered into as of December 23 2004, by and between Univision Communications Inc. ("Univision Communications"), the Licensees listed on Exhibit A hereto (each a "Licensee" and collectively, the "Licensees") (Univision Communications and the Licensees collectively referred to as "Univision"), and Entravision Communications Corporation and its affiliates ("Marketer").

WHEREAS, each Licensee is the licensee of the television station listed opposite its name in Exhibit A hereto (each, a "Station" and collectively the "Stations") and is responsible for its respective Station's operations, finances, personnel and programming, and the Station's compliance with all applicable federal (including but not limited to the Communications Act of 1934, as amended, and the rules, regulations and policies of the Federal Communications Commission (the "FCC")), state and local laws (each, a "Law" and collectively, "All Laws"); and

WHEREAS, Univision National Spot Sales (the "National Sales Representative") is the exclusive national and regional sales representative for the Stations and sells all national and regional advertising time on the Stations; and

WHEREAS, Marketer has been performing certain local promotional, marketing and advertising sales activities for the Stations pursuant to a marketing and sales agreement dated as of January 11, 2002 ("Old Marketing and Sales Agreement"); and

WHEREAS, Univision and Marketer desire to terminate the Old Marketing and Sales Agreement and to replace it with this new Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Effective Date and Term.

This Agreement shall be effective as of January 1, 2004 (the "Effective Date"). Unless earlier terminated pursuant to Section 11 hereof, this Agreement shall expire at 11:59 p.m. EST on December 31, 2021 (the "Term").

2. Marketer's Obligation to Market and Promote the Stations and Sell Time.

(a) Subject to the terms and conditions hereof, Marketer shall: (i) diligently promote and market the Stations to potential viewers and advertisers; (ii) sell local spot advertising time on the Stations, subject to the rights of Univision set forth below; and (iii) collect the accounts receivable generated from all national, regional and local spot advertising sales on the Stations during the Term.

(b) Marketer shall be responsible for all national, regional and local spot advertising billings and collection for the Stations during the Term, and the costs and expenses associated therewith, including all local sales agent commissions, all National Sales Representative fees, and all agency commissions (collectively, "Commissions"), which shall be paid in a timely manner. Marketer shall be responsible for delivering (and the costs associated with such delivery) all local spot advertising and any Station promotional spots for programming aired on the respective Station to that Station's facilities for airing on that Station. Marketer shall ensure that its marketing and promotional efforts and the advertising and promotional spots it forwards for airing over the Stations comply in all material respects with All Laws and the Station policies set forth on Attachment I hereto, as they may be amended from time to time. Each Licensee shall have the right, in its sole discretion, to reject or refuse any advertising or promotional spots forwarded by Marketer for any reason. Marketer shall provide each Licensee with its advertising and promotional spots in sufficient time for Licensee's review prior to telecast. Should a Licensee reject any of Marketer's advertising or promotional spots, Marketer shall use best efforts to replace such material with suitable spots.

(c) Marketer shall use best efforts to market and promote the Stations' programming and to sell advertising time on the Stations in the same manner and with the same diligence it applies to television stations owned or controlled by Marketer ("Marketer Station(s)"). All costs associated with such sales, marketing and promotional efforts, including, without limitation, all market research costs, shall be at the sole expense of Marketer.

(d) Marketer shall have no authority with respect to the Stations' operations, finances, personnel or programming. Univision shall have the absolute right to sell any Station, or its interest therein, without the consent of Marketer.

3. [redacted]

4. Programming.

Each Licensee shall be exclusively responsible for its Station's format and for all costs and expenses of network programming aired on its Station. Any costs and expenses associated with the acquisition or production of non-network programming aired on a Station are the responsibility of the respective Licensee, but shall be subject to reimbursement as set forth in Exhibit B hereto. Each Licensee shall have the right to change the format and/or the programming without notice to Marketer.

5. [redacted]

6. Operation of Stations.

Each Licensee shall retain the right to interrupt and discontinue Marketer's advertising at any time if Licensee determines, in its sole discretion, that such material is not in the public interest or violates this Agreement, or in case of an emergency or EAS system activation, or for the purpose of providing programming which Licensee determines to be of greater national, regional or local importance. Marketer shall properly prepare and promptly provide to Licensees (a) all contracts, agreements and requests for time for political programming or programming addressing controversial issues of public importance on the Stations; (b) all records, complaints and reports of every kind whatsoever which may be required by the FCC to be maintained by the Stations as a result of Marketer's advertising over the Stations; and (c) full information with respect to Marketer's advertising which is responsive to issues of public concern in sufficient detail to enable Licensees to timely prepare all appropriate or necessary records and reports required by All Laws. Marketer shall properly prepare and promptly furnish to Licensees such information, records and reports relating to Marketer's marketing and sales efforts and practices relating to the Stations in sufficient detail as is necessary to enable Licensees to comply with All Laws.

7. Payola/Plugola.

Marketer agrees that neither it nor its employees, agents, consultants or representatives shall promote on the Stations any enterprise in which it or they hold a financial interest, or accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, supplies or other merchandise, services or labor (collectively "Compensation"), whether or not pursuant to written contracts or agreements between Marketer and merchants or advertisers, unless the financial interest is disclosed in the promotion, or the payer is identified in the promotion for which Compensation was provided as having paid for or furnished such Compensation, in accordance with All Laws. In addition, any such promotion aired shall comply with Section 18 hereof.

8. Compliance With Law.

Marketer agrees that, throughout the Term, it will comply with All Laws, including, but not limited to, the FCC's technical, political broadcasting, children's television regulations, obscenity and indecency regulations, fair trade practice regulations, lottery broadcast regulations, sponsorship identification rules, and sales practice regulations, and all FCC rules applicable to programming, promotions, and advertisements of any kind. Marketer shall provide, make available to, and sell, advertising time to political candidates in strict compliance with All Laws.

Marketer acknowledges that it has not urged, advised or consented to or agreed in any way whatsoever to the use of any unfair business practice. Marketer shall not submit advertising for airing on the Stations which could cause any Station to violate FCC restrictions regarding advertising aired during children's programming.

9. Exclusivity.

In recognition of Marketer's obligation to apply its undivided attention and resources in the performance of its marketing, sales, and other duties hereunder with regard to the Stations during the Term of this Agreement, neither Marketer nor any entity affiliated with Marketer shall enter into any agreement providing for time brokerage, joint sales, marketing, or any similar service with, nor acquire an interest in, or otherwise operate, any other television broadcast station broadcasting in a Spanish language format (other than a station owned and operated by Univision that is affiliated with the Univision Network) located in the same Nielsen Designated Market Area (or any successor market definition) ("DMA") as any Station. In addition, Marketer shall notify Univision in the event that Marketer, or any of its affiliates, shall decide to enter into any agreement providing for time brokerage, joint sales, marketing, or any similar service with, or to acquire an interest in or otherwise operate, any other television broadcast station broadcasting in a non-Spanish language format in the same DMA as any Station, and, in such event, Univision shall have the right, in addition to the termination rights set forth in Section 11 hereof, to immediately terminate this Agreement with respect to any Station in such DMA.

10. Indemnification.

(a) Marketer's Indemnification. Marketer shall indemnify and hold Univision, its owners, officers, directors, employees, agents and representatives harmless for any material loss, damage or injury of any kind sustained by Univision, its owners, officers, directors, employees, agents and representatives resulting from Marketer's breach of this Agreement, from any material provided by or on behalf of Marketer that is broadcast on any Station (including all advertising not provided by Univision), from the sale of or attempt by Marketer to sell advertising or program time on any Station, and from any material act or omission of any kind whatsoever by Marketer.

(b) Univision's Indemnification. Univision shall indemnify and hold Marketer, its owners, officers, directors, employees, agents and representatives harmless for any material loss, damage or injury of any kind sustained by Marketer, its owners, officers, directors, employees, agents and representatives resulting from Univision's breach of this Agreement, from the broadcast of any material provided by Univision (including advertising provided by Univision) that is broadcast on the Stations, and from any material act or omission of any kind whatsoever by Univision.

(c) Survival. Neither Univision nor Marketer shall be entitled to indemnification pursuant to this section unless such claim for indemnification is asserted in writing delivered to the other party. The representations and covenants of Univision and Marketer and their obligation to indemnify and hold each other harmless as set forth in this Agreement shall survive any termination of this Agreement and shall continue until the expiration of all applicable statutes of limitations as to the parties hereto and to claims of third parties.

11. Termination and Remedies Upon Default.

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

(i) This Agreement is declared invalid or illegal in whole or material part by an order or decree of the FCC or any other 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 and the parties have been unable to amend or modify the Agreement pursuant to Section 17 hereof to make it valid and legal;

(ii) The other party is in material breach of its obligations hereunder and has failed to cure such breach within thirty (30) days after written notice from the non-breaching party;

(iii) The mutual consent of both parties;

(iv) The other party shall make a general assignment for the benefit of creditors, files or has filed against it a petition for bankruptcy, reorganization or an arrangement for the benefit of creditors, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which if filed against such party, has not been dismissed within sixty (60) days thereof;

(v) There has been a change in FCC rules, policies or case law precedent that would cause this Agreement, or any provision thereof, to be in violation thereof and such change is not the subject of an appeal or further administrative review.

(b)

[redacted]

(c) [redacted]

(d) Upon termination or expiration of this Agreement, all books and records relating to national and local spot advertising sales on the Stations shall be immediately transferred to Univision. Marketer shall take all actions necessary to provide for a prompt and smooth transition of all accounts receivable and billing and collection activities from Marketer to Univision. Any payments received by Marketer after termination or expiration of this Agreement for local and national spot advertising sales on the Stations aired after the termination or expiration of this Agreement shall be collected for the sole benefit of Univision and shall be promptly paid in full, without any setoff or deduction, to Univision.

12. Notices.

All necessary notices, demands and requests permitted or required under this Agreement shall be in writing and shall be deemed given either by personal delivery, overnight mail, certified or registered mail or facsimile. Delivery of any notice, statement or other document to either party shall be deemed complete if and when such notice, statement or document is personally delivered to such party, upon receipt by such party of a facsimile, or within four (4) days after being mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Univision:

C. Douglas Kranwinkle, Esq.  
Executive Vice President and General Counsel  
Univision Communications Inc.  
1999 Avenue of the Stars - Suite 3050  
Los Angeles, CA 90067

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

Scott R. Flick  
Shaw Pittman LLP  
2300 N Street, NW  
Washington, DC 20037

If to the Marketer:

Walter F. Ulloa  
Entravision Communications Corporation  
2425 Olympic Blvd. - Suite 6000 West  
Santa Monica, CA 90404

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

Michael G. Rowles, Esq.  
Entravision Communications Corporation  
2425 Olympic Blvd. - Suite 6000 West  
Santa Monica, CA 90404

13. Digital Operations.

Notwithstanding anything herein to the contrary, this Agreement, and the rights and obligations of the parties contained herein, shall apply both to the Stations' analog and digital operations, provided that expenses associated with a Station's digital operations shall be handled in accordance with Exhibit B hereto and further provided that Marketer's rights (to sell advertising and collect revenues) under this Agreement shall apply only to the single digital video channel operating as a TeleFutura Network affiliate. All revenues and income derived from a Station's other digital channels shall be for the sole benefit of Univision. In the event that Univision elects to use any of the Stations' digital bandwidth to deliver digital video channels (multicasting) in addition to the TeleFutura digital video channel, then Univision shall be responsible for all of its direct incremental out-of pocket costs and expenses specifically attributable to such additional channels. In the event any Station offers an additional multicast channel comprised of Spanish-language video broadcast programming, and that programming has a measurable materially adverse affect on the Revenues of such Station, the parties agree to negotiate in good faith any amendments to this Agreement in order to materially compensate for such materially adverse affect.

14.

[redacted]

15. [redacted]

16. Excluded Property.



The parties hereby acknowledge and agree that this Agreement shall not apply to any of the properties listed on Exhibit C hereto ("Excluded Property") and that Marketer shall have no rights or obligations with respect to such Excluded Property.

17. Severability.

The parties agree that if one or more provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect under any applicable Law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired; provided, that, the parties shall negotiate in good faith to amend, modify or otherwise reform this Agreement (or portion thereof) to comply with such Law and preserve or restore, as the case may be, the rights and benefits contemplated by this Agreement or otherwise provide to the parties hereto rights and benefits substantially similar to those contemplated by this Agreement. If, within a reasonable time, after using best efforts and in good faith, the parties cannot modify or amend the Agreement or "sever" an invalid, illegal or unenforceable provision to bring the Agreement into compliance with Law, then the termination provisions of Section 11(a)(i) shall be available.

18. Transactions with Affiliates.

Except as specifically contemplated by this Agreement, Marketer shall not, directly or indirectly, undertake a transaction relating to any Station, with Marketer or any affiliate of Marketer, including, but not limited to the promotion of any television or radio station or any other business of Marketer or any affiliate of Marketer, except in the ordinary course of business and upon commercially reasonable terms.

19. Entire Agreement; Modification.

This Agreement contains all of the terms agreed upon with respect to the subject matter hereof. This Agreement may not be modified, altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

20. Construction.

This Agreement shall be construed in accordance with the laws of the State of California, without regard to its choice of law rules. The obligations of the parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the rules, regulations and policies of the FCC and all other government entities or authorities presently or hereafter to be constituted. Exclusive venue and jurisdiction with respect to each lawsuit or court action, if any, arising under this Agreement shall be in the state or federal courts of the State of California, it being understood, however, that judgments, orders, or decrees resulting from such lawsuits or court actions may be appealed to or enforced in any competent court.

21. Headings.

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

22. Attorneys' Fees.

In the event of any litigation between Univision and Marketer to enforce rights which arise hereunder, the successful party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees, in addition to any other remedies to which it may be entitled.

23. No Partnership Or Joint Venture Created.

Nothing in this Agreement shall be construed to make Univision and Marketer partners or joint venturers or to afford any rights to any third party other than as expressly provided herein.

24. Assignment.

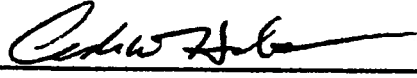
Marketer may not assign this Agreement without the prior written approval of Univision. Univision may assign this Agreement without Marketer's approval to any party acquiring the assets of a Station or the stock of a Licensee.

25. Counterpart Signature.

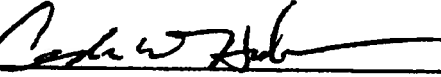
This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date first above written.

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

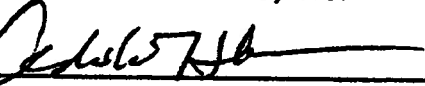
UNIVISION COMMUNICATIONS INC.

By: 

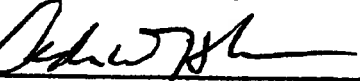
TELEFUTURA TELEVISION GROUP, INC

By: 

TELEFUTURA ORLANDO, INC.

By: 

TELEFUTURA D.C. LLC

By: 

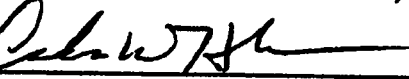
TELEFUTURA BOSTON LLC

By: 

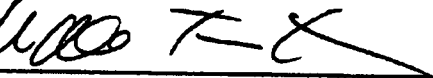
TELEFUTURA TAMPA LLC

By: 

SPANISH TELEVISION OF DENVER, INC.

By: 

ENTRAVISION COMMUNICATIONS CORPORATION

By: 

**EXHIBIT A**

<b><u>LICENSEE</u></b>	<b><u>STATION</u></b>
Telefutura Orlando, Inc.	WOTF(TV)
Telefutura D.C. LLC	WFDC(TV)
Telefutura Boston LLC	WUTF(TV)
Telefutura Tampa LLC	WFTT(TV)
Telefutura Television Group, Inc	KTFQ(TV)
Spanish Television of Denver, Inc.	KTFD(TV) <sup>1</sup>

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<sup>1</sup>Telefutura Television Group, Inc, is a member of St. Louis/Denver LLC, the parent of Spanish Television of Denver, Inc., the licensee of KTFD(TV), and has the right to provide programming to, and sell advertising on, KTFD pursuant to a time brokerage agreement.

**EXHIBIT B**

[redacted]

**EXHIBIT C**

[redacted]

