

## **JOINT SALES AGREEMENT**

This Joint Sales Agreement (the "Agreement") is made effective as of this 1<sup>st</sup> day of August 2015 (the "Effective Date") by and between Entravision Communications Corporation, a Delaware corporation ("Entravision"), and Emerald Wave Media, a California corporation ("EWM").

WHEREAS, Entravision owns and operates television Stations KPMR, Santa Barbara, California, K10OG-D, Lompoc, California, K17GD-D, Paso Robles, California, K50LZ-D, San Luis Obispo, California and KTSB-CD, Santa Maria, California (collectively, the "Stations") and has available advertising time on the Stations.

WHEREAS, in order to better and more efficiently promote the economic and business development of the Stations, the parties desire to enter into this Agreement.

Now, THEREFORE, in consideration of the foregoing premises and the mutual promises, undertakings, covenants and agreements of the parties contained in this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.1 Terms Defined in this Section.** The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

**"Affiliate"** means, with respect to any Person, (a) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, or (b) an officer or director of such Person or of an Affiliate of such Person within the meaning of clause (a) of this definition. For purposes of clause (a) of this definition, without limitation, (i) a Person shall be deemed to control another Person if such Person (A) has sufficient power to enable such Person to elect a majority of the board of directors (or comparable governing body) of such Person, or (B) owns a majority of the beneficial interests in income and capital of such Person, and (ii) a Person shall be deemed to control any general or limited partnership of which such Person is a general partner.

**"Applicable Law"** means any of the Communications Act, the FCC Rules, and all other federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any governmental entity, including common law.

**"Communications Act"** means the Communications Act of 1934, as amended, as in effect from time to time.

**"FCC"** means the Federal Communications Commission or any successor agency thereto.

**“FCC Rules”** means the rules and published policies of the FCC, as in effect from time to time.

**“Market”** means the “Designated Market Area” or “DMA” as defined by Nielsen Media Research that encompasses the Stations, which Market is known as the Santa Barbara-Santa Maria-San Luis Obispo, California DMA.

**“Network”** means the Univision or UniMás Networks to which Entravision is a network affiliate with respect to the Stations.

**“Person”** includes, without limitation, natural persons, corporations, business trusts, associations, companies, joint ventures, and partnerships.

**“Third Party Claim”** means any action, suit, claim or legal, administrative, arbitration, mediation, governmental or other proceeding or investigation, other than any brought by a party to this Agreement or an Affiliate of a party to this Agreement.

## **ARTICLE II TERM**

### **Section 2.1 Term.**

(a) This Agreement shall be deemed effective, and the term hereof shall commence, on and as of the Effective Date and the Term shall continue until June 30, 2017, unless sooner extended or terminated in accordance with the provisions of the Agreement.

### **Section 2.2 Termination.**

(a) Termination by Entravision or EWM Due to Violations or Changes in Laws. This Agreement may be terminated by Entravision or EWM, by written notice to the other, upon the occurrence of any of the following events; *provided* that any such termination shall be effective as of the date thirty (30) days after such notice:

(i) this Agreement has been declared invalid under Applicable Law or illegal in whole or substantial part by an order or decree of an administrative agency or court of competent jurisdiction which is not subject to appeal or further administrative or judicial review, and the parties, acting in good faith, are unable within thirty (30) days to agree upon a modification of the Agreement so as to cause the Agreement to comply with Applicable Law; and

(ii) there has been a violation of or change in the Communications Act or the FCC Rules that causes this Agreement to be in violation thereof including, but not limited to, rules dealing with local multiple and cross-ownership rules, and the applicability of such violation or change is not subject to appeal or further administrative review; and the parties, acting in good faith, are unable within thirty (30) days to agree upon a modification of the Agreement so as to cause the Agreement to comply with the Communications Act or the FCC Rules as so changed or to agree on a plan to cooperate in the development, filing and prosecution of a request to the FCC to waive any rule or

requirement that would result in termination of this Agreement. Each party shall bear its own costs and the costs of legal counsel in connection with the preparation and prosecution of such a waiver request.

(b) Termination by EWM Due to Breach. This Agreement may be terminated by EWM, by written notice to Entravision, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date thirty (30) days after such notice.

(i) if EWM is not then in material breach and Entravision breaches any of its obligations under this Agreement which breach reasonably could be expected to result in the revocation or non-renewal of the a Station's FCC licenses and such breach shall not have been cured within thirty (30) days after receiving written notice of such breach from EWM, or if Entravision breaches any of its payment obligations to EWM (other than any such payment obligation that is being contested in good faith) which breach shall not have been cured within fifteen (15) days after receiving written notice of such breach from EWM; or

(ii) if Entravision or any of its Affiliates makes 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 creditor's representative for the property or assets of Entravision or any of its Affiliates under any federal or state insolvency law which, if filed against Entravision or any of its Affiliates, has not been dismissed within thirty (30) days thereof.

(c) Termination by Entravision After June 30, 2016. This Agreement may be terminated by Entravision, by written notice to EWM, at any time after June 30, 2016, provided that such termination shall be effective thirty (30) days after such notice.

(d) Termination by Entravision Due to Breach. This Agreement may be terminated by Entravision, by written notice to EWM, upon the occurrence of any of the following events, *provided* that any such termination shall be effective as of the date thirty (30) days after such notice:

(i) if Entravision is not then in material breach and EWM is in material breach under this Agreement and EWM has failed to cure such breach within thirty (30) days after receiving written notice of such breach from Entravision; or

(ii) if EWM or any Affiliate of EWM makes 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 creditor's representative for the property or assets of EWM or any Affiliate of EWM under any federal or state insolvency law which, if filed against EWM or any Affiliate of EWM, has not been dismissed within thirty (30) days thereof.

(e) Termination by Entravision on EWM's Failure to Meet Quarterly Local

Budgets. This Agreement may be terminated by Entravision, by written notice to EWM, in the event that EWM fails to meet the Quarterly Local Budget for three consecutive quarters, *provided* that any such termination shall be effective as of the date thirty (30) days after such notice.

(f) Termination by Entravision Due to Incentive Auction. Entravision shall have the right to terminate the Agreement, upon ninety (90) days' prior written notice to EWM, should Entravision take such actions prescribed by the FCC in order to return one or more of the Stations' FCC licenses and their authorized bandwidth to the FCC pursuant to the terms of an FCC incentive auction or other bandwidth recovery process, with such termination taking effect upon one or more Stations' permanent discontinuance of operations and formal return of the Stations' licenses or authorized bandwidth to the FCC. For the avoidance of doubt, in the event of a termination by Entravision under this Section, Entravision and EWM 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 discontinuance of one or more Stations' broadcast operations as a result of the participation of Entravision in the incentive auction and bandwidth recovery process involving the Stations. Upon such termination by Entravision, this Agreement shall be null and void and neither party shall have any further obligations to the other. In the event that fewer than all of the Stations are subject to a return of Stations' licenses pursuant to this Section, the parties shall negotiate in good faith to modify the terms and conditions of this Agreement to reflect the changed circumstances.

**Section 2.3 Certain Matters Upon Termination.**

(a) *Continuing Obligations.* No expiration or termination of this Agreement shall terminate the obligations of any party hereto to indemnify the other parties for Third Party Claims under Section 8 of this Agreement, or limit or impair any party's rights to receive payments due and owing hereunder with respect to any time periods prior to the effective date of such termination.

(b) *Cooperation.* Notwithstanding anything to the contrary contained in this Agreement, the parties shall cooperate with each other as may be reasonably requested to effect an allocation of the revenues and expenses for any partial calendar month resulting from such termination.

**ARTICLE III  
CONSIDERATION**

**Section 3.1 Commissions.**

[redacted]

[redacted]

(b) *Invoicing.* Entravision will be responsible for invoicing related to all Local Advertising Orders sold by EWM. Entravision will deliver to EWM, on or about the 15th day of each month of the Term (and thereafter to the extent that commissions are payable pursuant to this Agreement), an affidavit of performance in a form reasonably acceptable to EWM verifying the dates and times that Local Advertising Orders were broadcast by the Stations during such month.

(c) *Collections.* EWM will be responsible for collections related to all Local Advertising Orders sold by EWM. EWM shall use its commercially reasonable best efforts to collect all amounts owed to it by any local advertiser or its representative on a timely basis. Upon EWM's collection and receipt of payment for Local Advertising Orders for the Stations from any party, EWM will forward such payment to Entravision on a weekly basis.

(d) *Chargebacks.* If Entravision pays EWM a commission with respect to a Local Advertising Order which is broadcast, but for which payment is not collected from the local advertiser or its representative within sixty (60) days of such commission payment to EWM, Entravision may credit the amount of such commission against the next commission payable by Entravision to EWM (a "chargeback"). If EWM subsequently collects payment for the Local Advertising Order related to the commission that was subject to such chargeback, Entravision will repay such commission to EWM within 30 days following receipt of such collection.

#### **ARTICLE IV SCOPE OF SERVICES**

##### **Section 4.1 Local Sales Services.**

(a) Except as expressly provided to the contrary herein, Entravision retains EWM on an exclusive basis for the Term to market and sell all forms of local advertising, including, but not limited to, spot advertising, sponsorships, direct response advertising, paid programming (including infomercials), and all long-form advertising broadcast on the Stations and the Website Advertisements (as defined in Section 4.1(b)) during the Term (collectively, "Local Advertising" or the "Local Advertisements"). National and regional spot advertising on the Stations are specifically excluded from this Agreement and will be sold by the Network and the Stations' national and regional television representation firms as selected from time to time by Entravision. Entravision shall, at its sole discretion, determine if an advertisement is to be deemed a local or regional advertisement.

(b) Entravision shall create and maintain a site on the World Wide Web for

the promotion of the Stations and the delivery of information to Stations' viewers and others ("Website" or "Site"). Such Site shall be similar in form and substance to other sites established by Entravision. Entravision shall designate the available advertising inventory on the Site (the "Website Advertisements"). Entravision shall prescribe any restrictions on the sale of inventory, which restrictions shall be the same for Entravision and EWM. EWM shall not sell Website Advertisements as substitutes for Advertisements.

(c) Entravision and EWM shall agree, acting in good faith, to quarterly budgets for Local Advertising sales goals (the "Quarterly Local Budget"), at least six weeks prior to the beginning of each quarter.

(d) EWM shall conduct the local sales functions for the Stations in accordance with customary practices in the broadcast television industry. EWM shall designate an adequate number of its trained personnel to perform such services for the Stations. EWM and Entravision shall periodically review the qualifications, personnel needs and job functions of the persons designated by EWM to perform its obligations under this Agreement and implement such changes as they mutually agree are appropriate, acting in good faith.

(e) The inventory and rates for Local Advertising sold by EWM shall be mutually determined by Entravision and EWM; provided, however, that EWM shall comply with all applicable statutes and regulations regarding access to airtime and rates charged for political advertising and shall indemnify Entravision against any liability incurred by Entravision as a result of EWM's failure to comply with such statutes and regulations. EWM may sell the Local Advertisements in combination with any other broadcast station of its choosing; provided, however, that under no circumstances may EWM require that advertisers buy time on one or more of the Stations and any other station together. Subject to Section 4.3, the placement and duration of the Local Advertisements shall be determined by EWM. EWM shall not enter into contracts for the sale of Local Advertisements for non-cash consideration.

#### **Section 4.2 *Content Policies for Local Advertisements and Other Material.***

All Local Advertisements and other material furnished by EWM for broadcast on the Stations ("Broadcast Materials") shall comply with applicable federal, state and local regulations and policies, including commercial limits in children's core programming. All Broadcast Materials shall be in the Spanish language. Entravision shall have the right to preempt any Broadcast Materials to present program material of greater local or national importance. Entravision may reject any Broadcast Materials if it reasonably determines that the broadcast of such material would violate Applicable Law, otherwise be contrary to the public interest, or, in Entravision's sole opinion, would detrimentally affect Entravision's reputation as a television broadcaster, whether locally, regionally, or nationally. Entravision shall promptly notify EWM of any such rejection, preemption, or rescheduling and shall cooperate with EWM in efforts to fulfill commitments to advertisers. Schedule 4.3 sets forth Entravision's statement of policy (the "Policy Statement") and Entravision's advertising guidelines (the "Advertising Guidelines") with regard to the Broadcast Materials. EWM shall ensure that the Local Advertisements are in

compliance with the terms of this Agreement, the Policy Statement and the Advertising Guidelines.

**Section 4.3 Public Service Announcements.** EWM agrees that this Agreement does not affect the broadcast of by Entravision of public service announcements (“PSAs”) and promotional spots at times and in amounts consistent with Entravision’s past practices. Entravision and EWM shall cooperate in good faith concerning the placement of the PSAs and promotional spots to be broadcast on the Stations; provided, however, that Entravision shall be ultimately responsible for selecting, obtaining and scheduling PSAs for broadcast on the Stations.

**Section 4.4 Books and Records.** The following obligations shall begin on the Effective Date:

(a) Without limiting Schedule 3.1 hereof, each party shall have the right to review the books and records of the other at reasonable times and upon reasonable notice, with respect to the sale of Local Advertisements and other terms and conditions of this Agreement. Such an audit shall only be applicable to the parties’ participation in this Agreement applicable to the Stations.

(b) The audit and inspection rights of the parties under this Section 4.5 shall survive any termination or expiration of this Agreement for a period of two (2) years.

**Section 4.5 Control.** Notwithstanding anything to the contrary in this Agreement, the parties hereto acknowledge and agree that during the Term, Entravision will maintain ultimate control and authority over the Stations, including, specifically, control and authority over the Stations’ operations, finances, personnel and programming. Without limiting the generality of the foregoing, nothing contained in this Agreement shall be deemed to limit the control and authority of Entravision with respect to the selection, development and acquisition of any and all programming to be broadcast over the Stations, as well as the payment therefor. To that end, Entravision shall (a) have exclusive authority for the negotiation, preparation, execution and implementation of any and all programming and network affiliation agreements for the Stations, and (b) retain and hire or utilize whatever employees Entravision reasonably deems appropriate or necessary to fulfill those programming functions. EWM shall not represent, warrant or hold itself out as the licensee of the Stations, and all sales material prepared by EWM for the sale of Local Advertising time on the Stations shall identify Entravision as the licensee of the Stations using mutually agreeable wording and references. EWM shall sell Local Advertising time and enter into all agreements for the sale of time on the Stations in its own name.

## **ARTICLE V OTHER OBLIGATIONS OF THE PARTIES**

**Section 5.1 Responsibilities of Entravision.** Entravision, at its expense, shall be responsible for and perform the following obligations with respect to the business and operations of the Stations during the Term, in accordance with and subject to the following

provisions:

(a) Entravision shall be responsible for the Stations' news, traffic, engineering, accounting, marketing and promotion and general and administrative functions.

(b) Entravision shall continue to maintain full control over the operations of the Stations, including programming, editorial policies, employees of Entravision and management of Entravision-controlled facilities. Entravision shall be responsible for, and shall comply in all material respects with all applicable provisions of the Communications Act, the FCC Rules and all other Applicable Law with respect to the operation of the Stations. Entravision shall file in a timely and complete manner all reports and applications required to be filed with the FCC or any other governmental body.

(c) Entravision shall maintain in effect policies of insurance insuring the assets and the business of the Stations in accordance with customary industry practices and practices followed at other television stations owned by Entravision.

(d) Entravision shall use, operate, and maintain all of its assets in a commercially reasonable manner. If any loss, damage, impairment, confiscation or condemnation of any of such assets occurs, Entravision shall use commercially reasonable efforts and cooperate with EWM to repair, replace, or restore the assets to their prior condition as soon thereafter as possible, and Entravision shall use the proceeds of any claim under any insurance policy to repair, replace or restore any of the assets of the Stations that are lost, damaged, impaired or destroyed.

(e) Entravision shall be responsible for payment of all operating costs of the Stations (excluding those costs to be borne by EWM in accordance with Section 5.2), including the cost of electricity, other utilities and rental or other payments with respect to any real property leased by Entravision, and, without limiting the foregoing, shall pay all other Stations' expenses required of Entravision.

(f) Entravision shall employ and be responsible for the salaries, benefits, employer taxes and related costs of employment of its personnel, which personnel shall be at least two, including a station manager and non-managerial level employee. The terms and conditions of such employees' employment shall be governed by Entravision's Employee Handbook, as it may be modified from time to time. Entravision may modify its employees' terms and conditions of employment to make them compatible with those set by EWM for its employees.

(g) Subject to the Obligations of EWM, Entravision shall pay when due all music rights payments (including, without limitation, music performance rights, synchronization rights, and master use rights), if any, in connection with the broadcast and/or transmission of all announcements, including the Local Advertisements, and programming on the Stations, other than the Delivered Programming.

(e) Entravision shall be solely responsible for all costs and expenditures associated with the procuring of programming to be aired on the Stations. To the extent that any Network, program service, or retransmission consent agreement of Entravision provides that additional spot time that otherwise would be used by such Network, program service, or MVPD provider, such spot time shall be deducted from the overall inventory of available spot time available to EWM.

(f) Subject to the provisions of any Network affiliation or other programming agreement to which Entravision is a party, Entravision shall exclusively and in its sole discretion negotiate and enforce retransmission consent agreements with cable, satellite and other multichannel video providers.

(g) Entravision shall not take any action or unreasonably omit to take any action that would be reasonably likely to result in a (i) revocation, non-renewal or material impairment of the FCC licenses, or (ii) material adverse effect upon the Stations' transmitters, antennas and other material assets included in the Stations' transmission facilities.

(h) Entravision shall list EWM as the exclusive sales representative for the Local Advertisements in all applicable trade listings and advertising and promotional material if and when such listings and material are published by Entravision.

(i) To the extent permitted under the terms of any applicable agreement, Entravision shall provide to EWM such routine ratings information and ratings reports with respect to the Stations as are customarily prepared or obtained by the Stations in the ordinary course of business as EWM may reasonably request from time to time. Except as otherwise agreed by the parties hereto, Entravision shall maintain (including timely payment of all fees) any agreements with Nielsen Media Research or its affiliates or other ratings information providers customarily used by the Stations as a source of local station research information for the Stations (collectively, the "Ratings Agencies"). At EWM's request, Entravision shall use its commercially reasonable efforts to assist EWM in obtaining from the Ratings Agencies permission to use the Stations' ratings information and reports in connection with the sale of the Local Advertisements.

**Section 5.2 Responsibilities of EWM.** EWM, at its expense, shall be responsible for and perform the following obligations with respect to the marketing and sale of the Local Advertisements during the Term in accordance with and subject to the following provisions:

(a) EWM shall be solely responsible for (i) all commissions to its employees, agencies or representatives and other expenses incurred in its marketing and sale of the Local Advertisements; (ii) all expenses incurred in its performance of sales and collections functions with respect to the Local Advertisements; and (iii) any other fees incurred in performing its obligations under this Agreement.

(b) EWM shall be solely responsible for the salaries, taxes and related costs for all personnel employed by EWM in the sale of the Local Advertisements and the collection of accounts receivable.

(c) EWM shall cooperate with Entravision and use commercially reasonable efforts to assist Entravision in complying with the provisions of the Communications Act and FCC Rules regarding political advertising, including compliance with Entravision's statement disclosing political advertising rates and practices for purchasers of political advertising consistent with Applicable Law ("Disclosure Statement"). EWM shall supply such information promptly to Entravision as may be necessary to comply with the public inspection file, lowest unit rate, equal opportunities and reasonable access requirements of the Communications Act and FCC Rules. If the Stations fail to meet the political time obligations under the Communications Act and FCC Rules based on the advertising sold by EWM, then, to the extent reasonably necessary to enable Entravision to cause the Stations to comply with such political time obligations, EWM shall release advertising availabilities to Entravision.

(d) All Broadcast Material shall comply in all material respects with the Policy Statement, the Communications Act, the FCC Rules and other Applicable Law and shall not violate the intellectual property rights of any Person. All services to be provided and all obligations to be performed by EWM hereunder shall comply in all material respects with all Applicable Law, including without limitation the Communications Act and FCC Rules, and standards of performance customary for the broadcast television industry.

(e) EWM it will take steps consistent with customary broadcast industry standards to assure that its employees will not accept any consideration in money, goods, services or otherwise, whether directly or indirectly (including from relatives), from any person or company for the broadcast of any commercial announcement over the Stations without reporting the same to the management of Entravision in advance and without such broadcast being announced as sponsored. EWM understands that violation of this provision is "payola" and constitutes a federal crime. It is further understood and agreed that no commercial message, or plug, or undue reference shall be made in programming presented over the Stations to any business venture, profit-making activity or other interest without the same being approved by the management of Entravision in advance and such broadcast time being announced as sponsored. EWM shall, at the request of Entravision, cause its employees involved in the provision of advertising or other commercial matter on the Stations to execute a verification of their understanding and to agree to abide by such policies are customary in the television broadcasting industry to prevent the practices of payola and plugola.

**Section 5.3 Delivery of Broadcast Material.** All Broadcast Material shall be delivered to the Stations in a format to be mutually agreed upon by the parties hereto, in a form ready for broadcast on the Stations' existing playback equipment, and with quality suitable for broadcast. Entravision shall not be required to provide production services or to copy, reformat or otherwise manipulate material furnished by EWM other than inserting tape cartridges or similar broadcast-ready media into machinery or computers for broadcast.

**Section 5.4 Access to Information.** In order to ensure compliance with the Communications Act, the FCC Rules and other Applicable Law, Entravision shall be entitled to review at its reasonable discretion from time to time any Broadcast Material that Entravision may reasonably request. EWM also shall maintain and deliver to the Stations such records and information required by the FCC Rules to be placed in the public inspection files of the Stations pertaining to the sale of political programming and

advertisements, in accordance with the provisions of 47 C.F.R. 73.1940 and 47 C.F.R. 73.3526 of the FCC Rules, and to the sale of sponsored programming addressing political issues or controversial issues of public importance, in accordance with the provisions of 47 C.F.R. 73.1212 of the FCC Rules. EWM shall furnish to Entravision upon request any other information that is reasonably necessary to enable Entravision to prepare any records or reports required by the FCC or other governmental entities. Nothing in this Section 5.4 shall entitle Entravision to review the internal corporate or financial records of EWM. Entravision shall keep confidential any information obtained from EWM in connection with this Agreement, except as and to the extent required by Applicable Law. If this Agreement is terminated, Entravision shall return to EWM all information obtained by it from EWM in connection with this Agreement. This Section 5.4 shall survive any termination or expiration of this Agreement for a period of three (3) years.

## **ARTICLE VI REPRESENTATIONS AND WARRANTIES OF ENTRAVISION**

Entravision represents and warrants to EWM as follows:

**Section 6.1 *Authorization and Binding Obligation.*** The execution, delivery, and performance of this Agreement by Entravision has 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 it, enforceable against it in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, 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.

**Section 6.2 *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 Stations owned by Entravision, other than any lien for current taxes, payments of which are not yet due and payable, or liens in respect of pledges or deposits under worker's compensation laws or similar legislation, carriers', warehousemen's, mechanics', laborers' and materialmen's and similar liens, if the obligations secured by such liens are not then delinquent or are being contested in good faith by appropriate proceedings.

## **ARTICLE VII**

## REPRESENTATIONS AND WARRANTIES OF EWM

EWM represents and warrants to Entravision as follows:

**Section 7.1 Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement by EWM have been duly authorized by all necessary organizational action on the part of such party. This Agreement has been duly executed and delivered by EWM 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, reorganization, 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.

**Section 7.2 Absence of Conflicting Agreements and Required Consents.** The execution, delivery, and performance by EWM 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 governing documents of EWM; (b) to the actual knowledge of EWM, 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 such party; 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 EWM is a party or by which it is bound as of the date hereof.

## ARTICLE VIII INDEMNIFICATION AND REMEDIES

**Section 8.1 By EWM.** EWM shall, jointly and severally, 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 (exclusive of EWM and its Affiliates and agents) (each, a "Station Indemnified Party"), from and against, and reimburse and pay to such Station 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 matter described in this Section 8.1, or in enforcing the indemnity provided by this Section 8.1 (any such amount being a "Loss"), which any such Station Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) any act or omission, event or occurrence that was or shall be caused by EWM, its agents or Affiliates (including any predecessor in interest thereto) relating to the business of EWM or the Stations;

(b) any omission by EWM or breach by EWM (including any predecessor in interest to EWM) of any of its obligations hereunder; or

(c) any Broadcast Material.

The obligations of EWM under this Section 8.1 shall survive any termination or expiration of this Agreement. The obligations of EWM under this Section 8.1 shall be direct and not conditioned or conditional upon Entravision's pursuit of remedies against any other party and Entravision shall have the right to elect to proceed against EWM in the first instance without any requirement to first proceed against the any third party.

Notwithstanding anything to the contrary contained herein, in no event shall EWM be liable under this Section 8.1 for punitive, treble, exemplary, consequential, special or other damages that are not actual damages in accordance with Applicable Law.

**Section 8.2 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 8.1, Entravision shall indemnify, defend and hold harmless EWM and any employee, director, member, manager, officer, stockholder or agent of EWM, or any of its Affiliates, successors or assignees (each, a "EWM Indemnified Party") from and against, and reimburse and pay to such EWM Indemnified Party, as incurred, any Loss, which any such EWM Indemnified Party may suffer, sustain or become subject to, in any way arising from, relating to, or as a result of:

(a) 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 all material broadcast on the Stations following the Effective Date other than the Broadcast Material and with respect to which Entravision had notice or otherwise should have been reasonable aware; and

(b) the actions or omissions of Entravision's employees and representatives in performing their duties under this Agreement or in acting outside the scope of their employment, which actions or omissions constitute willful misconduct or gross negligence.

**Section 8.3 Procedure.**

(a) If any Person entitled to indemnification under this Agreement (an "Indemnified Party") asserts a claim for indemnification for, or receives notice of the assertion or commencement of any Third Party Claim as to which such Indemnified Party intends to seek indemnification under this Agreement, such Indemnified Party shall give reasonably prompt written notice of such claim to the party from whom indemnification is to be sought (an "Indemnifying Party"), together with a statement of any available information regarding such claim. The Indemnifying Party shall have the right, upon written notice to the Indemnified Party (the "Defense Notice") within fifteen (15) days after receipt from the Indemnified Party of notice of such claim, to conduct at its expense the defense against such Third Party Claim in its own name, or if necessary in the name of the Indemnified Party (which notice shall specify the counsel the Indemnifying Party will appoint to defend such claim ("Defense Counsel"); *provided, however*, that the Indemnified Party shall have the right to approve the Defense Counsel, which approval shall not be unreasonably withheld or delayed). The parties hereto agree to cooperate fully

with each other in connection with the defense, negotiation or settlement of any Third Party Claim. If the Indemnifying Party delivers a Defense Notice to the Indemnified Party, the Indemnified Party will cooperate with and make available to the Indemnifying Party such assistance and materials as may be reasonably requested by the Indemnifying Party, all at the expense of the Indemnifying Party.

(b) If the Indemnifying Party shall fail to give a Defense Notice, it shall be deemed to have elected not to conduct the defense of the subject Third Party Claim, and in such event the Indemnified Party shall have the right to conduct such defense in good faith. If the Indemnified Party defends any Third Party Claim, then the Indemnifying Party shall reimburse the Indemnified Party for the costs and expenses of defending such Third Party Claim upon submission of periodic bills. If the Indemnifying Party elects to conduct the defense of the subject Third Party Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Third Party Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one counsel for all Indemnified Parties in connection with any Third Party Claim.

(c) Regardless of which party defends a Third Party Claim, the other party shall have the right at its expense to participate in the defense of such Third Party Claim, assisted by counsel of its own choosing. The Indemnified Party shall not compromise, settle, default on, or admit liability with respect to a Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, and, if the Indemnified Party settles, compromises, defaults on, or admits liability with respect to a Third Party Claim except in compliance with the foregoing, the Indemnified Party will be liable for all Losses paid or incurred in connection therewith and the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect thereto. The Indemnifying Party shall not compromise or settle a Third Party Claim without the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, unless such compromise or settlement includes as a term thereof an unconditional release of the Indemnified Party and such compromise or release does not impose any non-monetary obligations on the Indemnified Party other than immaterial administrative obligations (and all monetary obligations are subject to the indemnification provisions of this Agreement), in which case the consent of the Indemnified Party shall not be required.

(c) After any final decision, judgment or award shall have been rendered by a court or governmental entity of competent jurisdiction and the expiration of the time in which to appeal therefrom, or after a settlement shall have been consummated, or after the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to a Third Party Claim hereunder, the Indemnified Party shall deliver to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter and the Indemnifying Party shall be required to pay all of the sums so due and owing to the Indemnified Party by wire transfer of immediately available funds within ten (10) business days after the date of such notice.

(d) It is the intent of the parties that all direct claims by an Indemnified Party against a party not arising out of Third Party Claims shall be subject to and benefit from the terms of this Section 8.3. Any claim under this Section 8.3 by an Indemnified Party for indemnification other than indemnification against a Third Party Claim (a "Direct Claim") will be asserted by giving the Indemnifying Party reasonably prompt written notice thereof, and the Indemnifying Party will have a period of 20 days within which to satisfy such Direct Claim. If the Indemnifying Party does not so respond within such 20 day period, the Indemnifying Party will be deemed to have rejected such claim, in which event the Indemnified Party will be free to pursue such remedies as may be available to the Indemnified Party under this Section 8.

(e) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 8.3 shall not affect the rights or obligations of either party hereunder except to the extent that, as a result of such failure, any party entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise materially adversely affected or damaged as a result of such failure to give timely, complete, and accurate notice.

(f) The parties shall use their commercially reasonable efforts to collect the proceeds of any insurance that would have the effect of reducing any Losses (in which case such proceeds shall reduce such Losses). To the extent any Losses of an Indemnified Party are reduced by receipt of payment under insurance policies or from third parties not affiliated with the Indemnified Party, such payments (net of the expenses of the recovery thereof) shall be credited against such Losses and, if indemnification payments shall have been received prior to the collection of such proceeds, the Indemnified Party shall remit to the indemnifying Party the amount of such proceeds (net of the cost of collection thereof) to the extent of indemnification payments received in respect of such Losses. The indemnification obligations hereunder shall survive any termination of this Agreement.

**Section 8.4 Services Unique.** The parties hereby agree that the services to be provided by the parties under this Agreement are unique and that substitutes therefor cannot be purchased or acquired in the open market. For that reason, the parties would be irreparably damaged in the event of a material breach of this Agreement by the another party. Accordingly, to the extent permitted by the Communications Act and the FCC Rules then in effect, the parties may request that a decree of specific performance be issued by a court of competent jurisdiction, enjoining the another party to observe and to perform such other party's covenants, conditions, agreements and obligations hereunder, and the parties hereby agree 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.

**Section 8.5 Exclusivity.** After the Effective Date, the indemnification provided by this Section 8 shall be the sole and exclusive remedy of either of EWM 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 8.5 shall not prohibit (a) injunctive relief (including specific performance) pursuant to Section 8.4 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.

**ARTICLE IX**  
**MISCELLANEOUS**

**Section 9.1 *No Partnership or Joint Venture.*** This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or a joint venture between the parties. Except as otherwise specifically provided in this Agreement, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

**Section 9.2 *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. To the extent required by the Communications Act and FCC Rules, each party shall place a copy of this Agreement in its public inspection file, file it with the FCC and shall consult with the other party and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

**Section 9.3 *Assignment; Benefit; Binding Effect.*** No party may assign this Agreement or delegate its obligations under this Agreement without the prior written consent of the other parties. Notwithstanding anything to the contrary contained herein, Entravision shall assign this Agreement and all of its rights and obligations hereunder to any Person to which the FCC Licenses are transferred or assigned with the prior written consent of EWM, which consent shall not be unreasonably withheld, *provided* that as a condition to such transfer or assignment (i) this Agreement and all of Entravision's rights and obligations hereunder are assigned to such Person, which assignments are to be effective simultaneously, (ii) such Person is legally and financially qualified to be the holder of the FCC licenses and (iii) such Person executes and delivers to the EWM an instrument in form and substance reasonably acceptable to EWM, accepting such assignments of this Agreement and the rights and obligations of Entravision hereunder and agreeing to pay, discharge and perform the obligations and liabilities of Entravision hereunder and thereunder in accordance with the terms hereof and thereof and such other documents and instruments as EWM may reasonably request. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any permitted assignee of a party hereto shall be a party to this Agreement for all purposes hereof.

**Section 9.4 *Force Majeure.*** Any delay or interruption in the broadcast operation of the Stations, 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.

**Section 9.5 *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.

**Section 9.6 *Press Release.*** No party hereto 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 hereto; *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.

**Section 9.7 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 Applicable Law, except that, if such invalidity or unenforceability should change the basic economic positions of the parties hereto, 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 hereto 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.

**Section 9.8 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 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 the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as set forth on *Schedule 9.8*.

**Section 9.9 Governing Law; Attorneys' Fees.** This Agreement shall be construed and governed in accordance with the laws of California without reference to the conflict of laws principles thereof. In the event any civil litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation shall be entitled to seek, in addition to other damages, an award of reasonable attorneys' fees, at trial and on appeal, and court costs.

**Section 9.10 Captions.** The captions in this Agreement are for convenience only and shall not be considered a part of, or effect the construction or interpretation of any provision of, this Agreement.

**Section 9.11 Gender and Number.** Words used herein, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

**Section 9.12 Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of

which together shall constitute one and the same instrument. This Agreement shall be legally binding and effective upon delivery of facsimile signatures.

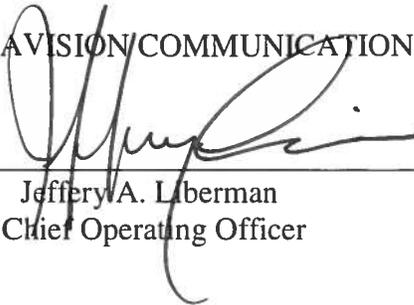
**Section 9.13 *Entire Agreement.*** This Agreement and the attachments (which are hereby incorporated by reference and made a part hereof), when executed and delivered by the parties thereto, collectively represent the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements with respect to the subject matter hereof and thereof. No term or provision hereof may be changed, modified, 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 hereto shall be effective or binding unless in writing and signed by the party claimed to have given or consented to such waiver.

**Section 9.14 *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.

***SIGNATURES ON NEXT PAGE***

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

ENTRAVISION COMMUNICATIONS CORPORATION

By:   
Name: Jeffrey A. Liberman  
Title: Chief Operating Officer

7/23/15

EMERALD WAVE MEDIA

By:   
Name: August Ruiz  
Title: President

### SCHEDULE 4.3

#### POLICY STATEMENT FOR BROADCAST MATERIAL

EWM agrees to cooperate with Entravision in the broadcasting of programs of high quality and, for this purpose, to observe the following policies in the preparation, writing, production and delivery of Broadcast Material.

**CONTROVERSIAL ISSUE.** Any discussion of controversial issues of public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made; and Stations' programs (other than public forum or talk features) are not to be used as a forum for editorializing about individual candidates. If such events occur, Entravision may require that responsive programming be aired.

**NO PLUGOLA OR PAYOLA,** The mention of any business activity or "plug" for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

**ELECTION PROCEDURES.** At least ninety (90) days before the start of any primary or regular election campaign, EWM will clear with Entravision the rates that will be charged for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged is in conformity with Applicable Law and Entravision's policy.

**PROGRAMMING PROHIBITIONS.** EWM shall not knowingly broadcast any of the following programs or announcements:

- (a) False Claims. False or unwarranted claims for any product or service.
- (b) Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation of either program idea or copy, or any other unfair competition.
- (c) Commercial Disparagement. Any unlawful disparagement of competitors or competitive goods.
- (d) Obscenity/Indecency/Profanity. Any programs or announcements that are obscene or indecent, as those terms are interpreted and applied by the FCC or any programs or announcements that are slanderous, obscene, profane, vulgar, repulsive or offensive, either in theme or treatment.
- (e) Price Disclosure. Any price mentions except as permitted by Entravision's policies current at the time.
- (f) Unauthorized Testimonials. Any testimonials which cannot be authenticated.

(g) Descriptions of Bodily Functions. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.

(h) Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of Entravision, be injurious or prejudicial to the interest of the public, the Stations, or honest advertising and reputable business in general.

(i) Fraudulent or Misleading Advertisement. Any advertisement matter, announcement, or claim which EWM knows to be fraudulent, misleading, or untrue.

LOTTERIES. Announcements giving any information about lotteries or games prohibited by Applicable Law are prohibited.

RELIGIOUS PROGRAMMING RESTRICTIONS. The subject of religion and references to particular faiths, tenants, and customs shall be treated with respect at all times. Broadcast Material shall not be used as medium for attack on any faith, denomination, or sect or upon any individual or organization.

CREDIT TERMS ADVERTISING. Any advertising of credit terms shall be made over the Stations in accordance with Applicable Law.

NO ILLEGAL ANNOUNCEMENTS. No announcements or promotion prohibited by Applicable Law shall be made over the Stations. At Entravision's request, any game, contest, or promotion relating to or to be presented over the Stations must be fully stated and explained in advance to Entravision, which reserves the right in its sole discretion to reject any game, contest, or promotion.

ENTRAVISION'S DISCRETION PARAMOUNT. In accordance with the responsibilities of Entravision under the Communications Act and the FCC Rules, Entravision reserves the right to reject or terminate any Broadcast Material proposed to be presented or being presented over the Stations which is in conflict with the policy of Entravision or which in the reasonable judgment of Entravision would not serve the public interest.

PROGRAMMING IN WHICH EWM HAS A FINANCIAL INTEREST. EWM shall advise Entravision with respect to any Broadcast Material concerning goods or services in which EWM has a material financial interest. Any announcements for such goods and services for which EWM charges less than its regular rate shall clearly identify EWM's financial interest.

MISCELLANEOUS.

(a) Waiver. To the extent legally permissible, the parties may jointly waive any of the foregoing policies in specific instances if, in their opinion, good broadcasting in the public interest is served.

(b) Prior Consent. In any case where questions of policy or interpretation arise, EWM will attempt in good faith to submit the same to Entravision for decision before making any commitments in connection therewith.

**SCHEDULE 9.8  
NOTICES**

If to Entravision:                   Entravision Communications Corporation  
2425 Olympic Boulevard, Suite 6000 West  
Santa Monica, California 90404  
Attention: Walter F. Ulloa  
Telephone: (310) 447-3870  
Facsimile: (310) 447-3899

with a required copy to:           Entravision Communications Corporation  
2425 Olympic Boulevard, Suite 6000 West  
Santa Monica, California 90404  
Attention: General Counsel  
Telephone: (310) 447-3870  
Facsimile: (310) 449-1306

and                                       Thompson Hine LLP  
1919 M Street, N.W., Suite 700  
Washington, D.C. 20036  
Attention: Barry A. Friedman, Esq.  
Telephone: (202) 331-8800  
Facsimile: (202) 331-8330

If to EWM:                           Emerald Wave Media  
718 E. Chapel Street  
Santa Maria, California 93454  
Attention: George A. Ruiz  
Telephone:  
Facsimile:

with a required copy to: