

**AMENDED AND RESTATED MARKETING AND SALES AGREEMENT**

This Amended and Restated Marketing and Sales Agreement (this "**Agreement**") is entered into and effective as of October 2, 2017 (the "**Effective Date**"), is by and among Univision Local Media Inc. ("**Univision Communications**") and the licensees listed on Exhibit A hereto (each, a "**Licensee**" and collectively, the "**Licensees**") (Univision Communications and the Licensees are collectively referred to as "**UCI**"), on the one hand, and Entravision Communications Corporation on behalf of itself and its respective wholly-owned licensee ("**Marketer**"), on the other hand, and amends and restates in its entirety that certain 2004 Marketing and Sales Agreement, dated as of March, 2004, as amended by that certain Amendment to Marketing and Sales Agreement, effective as of October 1, 2011 (the "**Predecessor Marketing and Sales Agreement**"). Each of Marketer and UCI may be referred to in this Agreement as a "**Party**," and together, as the "**Parties**."

**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**"), which is hereby incorporated in this Agreement by reference, and is responsible for its respective Station's operations, finances, personnel and programming, and the Station's compliance with all applicable federal or local law, rule, regulation or government or quasi-government action or order (e.g., Communications Act of 1934, as amended) (each, a "**Law**" and collectively, the "**Laws**");

**WHEREAS**, National Sales (the "**National Sales Representative**"), an affiliated company of UCI, is the exclusive national and regional sales representative for the Stations and sells all national and regional advertising time, as provided in this Agreement, on the Stations;

**WHEREAS**, Marketer is the licensee of the television stations listed in Exhibit A-1 hereto (each, a "**Marketer Station**" and collectively, the "**Marketer Stations**"), which is hereby incorporated in this Agreement by reference, and is responsible for the Marketer Stations' operations, finances, personnel and programming, and the Marketer Stations' compliance with all Laws;

**WHEREAS**, The Univision Network Limited Partnership and UniMás Network, on the one hand, and Marketer, on the other hand, are parties to that certain Station Affiliation Agreement, executed as of the Effective Date (the "**Station Affiliation Agreement**") and, as of the Swap Date (as defined in the Station Affiliation Agreement) and continuing through the applicable Term and as otherwise provided in this Agreement, UCI and Marketer have agreed to switch the network affiliation of the Stations from the UniMás Network (as defined in the Station Affiliation Agreement) to the Univision Network (as defined in the Station Affiliation Agreement), and switch the network affiliation of the Marketer Stations from the Univision Network to the UniMás Network; and

**WHEREAS**, the Parties wish to amend and restate the Predecessor Marketing and Sales Agreement in its entirety to set forth the terms and conditions pursuant to which the Parties will continue their relationship as of the Effective Date as provided below.

**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 Effective Date. Unless earlier terminated pursuant to Section 11 hereof, this Agreement shall expire: (a) at 5:00 p.m. EST on

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December 31, 2021 with respect to the Stations that, as of the Effective Date, have the call signs WFTT-DT (Tampa, FL) and WOTF-DT (Orlando, FL); and (b) at 5:00 p.m. EST on December 31, 2026 with respect to the Stations that, as of the Effective Date, have the call signs WUTF-DT (Boston, MA), KTFQ-DT (Albuquerque, NM) and KTFD-DT (Denver, CO); provided that, in the event that the Station Affiliation Agreement by and between the Parties (or their respective affiliated companies) expires (or is earlier terminated) with respect to one or more such Marketer Stations prior to the applicable expiration date set forth in this Section 1, then this Agreement will expire with respect to the DMA in which the applicable Station(s) is licensed, as of the effective date of the expiration or earlier termination of the Station Affiliation Agreement (the period applicable to each such Station is referred to herein as the "Term").

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

(a) Subject to the terms and conditions hereof, during the applicable Term for each Station, 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 UCI 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.

Marketer shall be responsible for the delivery of (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 UCI's then-current advertising guidelines as set forth on <https://univisionnetworks.com/ad-guidelines> or otherwise provided to Marketer. 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 local spot advertising.

(c) Marketer shall at all times 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 the Marketer Stations. All costs associated with such sales, marketing and promotional efforts, including, without limitation, all market research costs, will be at the sole expense of Marketer.

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

2.A. National Sales Representative Fees.

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(b) In the event that Marketer packages any Sales with any other advertising sales (e.g., a sale on other media such as radio, print or a television station that is not a Station), then the commission set forth in Section 2.A.(a) will be payable on the amount of Net Sales on Stations included in such package; provided, however, that such Sales must be priced at no less than the Average Unit Rate for similar Sales.

(c) Marketer shall pay the National Sales Commission to UCI no later than the fifteenth (15th) day of each calendar month for all Sales made during the previous calendar month, and shall include with each payment a statement accurately accounting for all Sales made during the applicable month (including, without limitation, the name of each advertiser, the Station(s) on which the Sale was made, the amount of the Sale revenue received during such month, the amount of agency commissions due thereon, the Net Sales for such month, and the amount due to UCI pursuant to Section 2.A.(a)).

(d) The following terms shall have the meaning ascribed to them as follows:

**"Average Unit Rate"** means the average of rates, in 30-second equivalents or other standard units, for advertising spots that are sold on a Station for a given day part in a given month, expressly excluding the effects of sales orders related to direct response, barter, retransmission, underweight delivery, cross promotion between divisions and/or distribution platforms, and public service announcements.

**"National Advertising Sale"** means: (i) each Sale of any commercial advertising time for broadcast on one or more Stations that is made by National Sales Representative as the national and regional sales representative of the Stations; or (ii) any other Sale(s) that are of a type normally considered within the broadcast industry to be a national or a regional advertising sale. For clarity, "National Advertising Sale" does not include: (i) any Sale of commercial advertising time for broadcast on one or more Stations within a Station DMA (and/or in the immediately adjacent DMA of such Station(s)) that is made by the local sales staff of Marketer; or (ii) any each sale of any commercial advertising with such advertising to be broadcast by UCI (or its affiliated companies or Stations) on a simultaneous interconnected or delayed telecast basis as part of the UCI Programming (as defined in the Station Affiliation Agreement).

**"Net Sales"** means all revenues derived from Sales, less any agency commission actually paid in connection with such Net Sales. If a Sale includes a barter transaction, the barter will be valued at one hundred percent (100%) of the fair value of the goods or services received in consideration for the advertising provided in accordance with Generally Accepted Accounting Principles ("GAAP"). In the event that a Sale, or portion thereof, on which a fee was paid by Marketer to UCI pursuant to Section 2.A.(a) is subsequently written off as uncollectible or the amount of such Sale is subsequently adjusted, in either case in accordance with GAAP, then the amount of such Sale will be written off or adjusted, and the fee previously paid pursuant to Section 2.A.(a) on the amount written off or adjusted will be deducted from the fees owed pursuant to Section 2.A.(a) during the calendar month in which such Sale is written off or adjusted; provided that, in any event, the aggregate amount of deductions from Net Sales due to Sales that are written off as uncollectible shall not exceed one and four-tenths percent (1.4%) of Net Sales in each calendar year. If any

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portion of a Sale that was written off or adjusted is subsequently collected, then the amount collected will be added to Net Sales for the calendar month in which it was collected.

“Sale” means a sale (billed or billable) of commercial advertising time of any nature for broadcast on one of the Stations, including without limitation time sales of advertising, product placements or integration, in-program sponsorships, and sales provided in exchange for barter. For clarity, the term “Sale” does not include (i) any Network Advertising Sale (as defined in the Station Affiliation Agreement), or (ii) advertising that Marketer is obligated to provide to multichannel video programming distributors pursuant to retransmission consent agreement(s) with such distributors (e.g., as a result of UCI’s (as defined in the Station Affiliation Agreement) negotiation with Distributors (as defined in the Station Affiliation Agreement) pursuant to that certain Negotiations Rights Agreement by and between Marketer and UCI that is in effect as of the Effective Date).

(e) Exclusive Representation. Marketer and UCI agree that National Sales Representative shall be the exclusive representative of the Stations, during the Term, for all National Advertising Sales. Marketer shall promptly refer all inquiries and requests from potential national and regional advertiser to National Sales Representative and National Sales Representative shall be responsible for such relationships and accounts. Notwithstanding the immediately foregoing two (2) sentences to the contrary, Marketer and UCI hereby acknowledge that in certain circumstances Sales to certain national and regional advertisers may be made by Marketer, and Marketer, on the one hand, and UCI and National Sales Representative, on the other hand, will communicate with each other regarding the servicing of such advertiser accounts on no less than a quarterly basis. Marketer hereby acknowledges and agrees that National Sales Representative, in its role as exclusive sales representative for the Stations or otherwise, will have no obligation whatsoever to market, sell, or administer the sale of any commercial announcement or other messaging (e.g., infomercials) that UCI believes would conflict with any UCI mark, UCI brand, UCI brand guidelines, UCI message, UCI value, or UCI programming (including, without limitation, other commercial advertising). Upon UCI’s request, Marketer will reasonably participate in conference calls with respect to National Advertising Sales.



4. Programming.

(a) Formats. Each Licensee shall be exclusively responsible for its Station’s format and for all costs and expenses of network programming aired on its Station. With the exception of the Marketer News Programs as defined and described in Section 4(d) below, 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 will be subject to reimbursement as set forth in Exhibit B hereto. Each Licensee has the right to change the format and/or the programming without notice to Marketer.

(b) Affiliation Change. As of the Effective Date: (i) the Marketer Stations are affiliates of the Univision Network, and (ii) the Stations are affiliates of the UniMás Network. The Parties agree that, subject to Section 11(d), as of the Swap Date: (A) the Stations will become affiliates of the Univision Network (and no longer affiliates of the UniMás Network) and at all times during the Term thereafter will broadcast the Univision Network programming; and (B) the Marketer Stations will become affiliates of the UniMás Network (and no longer affiliates of the Univision Network) and at all times during the Term

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thereafter will broadcast the UniMás Network programming, in accordance with the terms of the Station Affiliation Agreement (such process, the "Affiliation Change"). The Parties shall cooperate so that the Stations and Marketer Stations promote the change of network affiliations on air (during time designated for network promotional messaging) for at least thirty (30) days prior to the Swap Date and, if applicable, the Affiliation Reversion (as defined herein).

(c) Call Signs. Effective as of the Swap Date, the Parties may agree to swap call signs between the Station and the Marketer Station in each of the affected DMAs. For the sake of clarity, in the event of such a call sign swap, references to the Stations in this Agreement will continue to mean the UCI-owned stations identified by their Facility ID Numbers on Exhibit A, and references to the Marketer Stations herein will continue to mean the Marketer Stations identified by their Facility ID Numbers listed on Exhibit A-1 hereto, regardless of the new call signs.

(d) Marketer News Programs. UCI shall provide Marketer with time periods for each Station as set forth on Exhibit D in which Marketer may broadcast a locally-produced newscast (the "Marketer Newscast"), which newscast(s) also may, for clarity, also be broadcast on the Marketer Station in that DMA. In addition, UCI shall provide Marketer with one half hour period on each Station, at a time to be mutually-agreed, in which Marketer may broadcast a national news program (the "Marketer National News Program" and, together with the Marketer Newscast, the "Marketer News Programs"). For clarity, neither the Marketer Newscast nor the Marketer News Program will consist of "infomercial" or other long form commercial program. Marketer shall ensure each Marketer News Program complies with all Laws, including, without limitation, those related to the CALM Act, closed captioning, closed captioning quality and video narration, and Marketer shall provide UCI with certificates of compliance no later than thirty (30) days following each calendar quarter. Without limiting the foregoing, if any Marketer Newscast is captioned by the "ENT" method, Marketer shall comply with all Federal Communications Commission ("FCC") requirements for such captioning, including, without limitation, those related to scripting in-studio segments, treatment of weather interstitials, crawls or textual supplements to live segments, training of personnel, and appointment of an ENT coordinator. Marketer shall provide UCI with information on such news stories that address local needs and interests, which UCI may use in preparation of its issues/programs lists for the Stations.

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6. Operation of Stations. UCI and each Licensee may interrupt, preempt and/or discontinue Marketer's advertising and/or Marketer News Programs, in its sole discretion (a) if UCI or such Licensee determines that such Marketer News Program is not in the public interest; (b) if UCI or such Licensee determines that such Marketer News Program violates this Agreement; (c) in case of an emergency or EAS activation; or (d) for purpose of providing programming that UCI or such Licensee determines to be of greater national, regional or local importance. Marketer shall properly prepare and promptly provide to Licensees (i) all contracts, agreements and requests for time for political programming or programming addressing controversial issues of public importance on the Stations; (ii) all records, complaints and reports of every kind whatsoever that may be required by the FCC to be maintained by the Stations as a result of

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Marketer's advertising over the Stations; and (iii) full information with respect to Marketer's advertising that 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 are necessary to enable Licensees to comply with all Laws.

7. Payola/Plugola. Marketer shall not, and shall ensure that none of its employees, agents, consultants or representatives, at any time 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, without limitation, 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, Marketer shall ensure any such promotion aired complies with Section 20 hereof.

8. Compliance With Law. Marketer shall at all times comply with all Laws, including, without limitation, 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 hereby 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 that 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, Marketer shall not, and shall ensure that none of the entities affiliated with Marketer, enter into any agreement, arrangement or understanding providing for time brokerage, joint sales, marketing, or any similar service with, or acquire an interest in, or otherwise operate, any other television broadcast station broadcasting primarily in the Spanish language (other than a station owned and operated by UCI that is affiliated with the Univision Network) located in the same Nielsen Designated Market Area (or any successor market definition) ("**DMA**") as any Station, provided, however, that this restriction will not apply to Marketer with respect to the Tampa, Florida and Orlando, Florida DMAs. In addition, Marketer shall notify UCI in the event that Marketer, or any entities affiliated with Marketer, seeks to enter into any agreement, arrangement or understanding 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 in the same DMA as any Station, and, in such event, UCI 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 harmless UCI, its affiliated companies, its owners, officers, directors, employees, agents and each of its respective assigns, heirs, successors and legal representatives from, against and with respect to any and all third-party claims, demands, suits, actions or causes of action (whether or not groundless) (and any and all liabilities, losses,

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damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising therefrom or relating thereto) (each, a "Claim") to the extent that such Claims arise from or relate to: (i) Marketer's breach of this Agreement; (ii) any material provided by or on behalf of Marketer that is broadcast on any Station (including, without limitation, all advertising not provided by UCI and all Marketer News Programs); (iii) the sale of or attempt by Marketer to sell advertising or program time on any Station, and (iv) any material act or omission of any kind whatsoever by Marketer.

(b) UCI's Indemnification. UCI shall indemnify and hold harmless Marketer, its affiliated companies, its owners, officers, directors, employees, agents and each of its respective assigns, heirs, successors and legal representatives from, against and with respect to any and all third-party Claims to the extent that such Claims arise from or relate to: (i) UCI's breach of this Agreement; (ii) the broadcast of any material provided by UCI (e.g., advertising provided by UCI) that is broadcast on the Stations; and (iii) any material act or omission of any kind whatsoever by UCI.

(c) Procedures. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim; provided that, failure to so notify the indemnifying Party promptly will relieve the indemnifying Party of its obligations pursuant to Section 10 only to the extent that material prejudice arises from such delay. The indemnifying Party shall undertake, at its sole cost and expense, the defense of any such Claim, using counsel reasonably approved by the indemnified Party. The indemnified Party shall, at the indemnifying Party's sole cost and expense, cooperate fully in the defense of the Claim. The indemnified Party may, at its sole cost and expenses, participate in such defense using counsel of its choosing. The settlement of any Claim, in whole or in part, by the indemnified Party without the prior written consent of the indemnifying Party will relieve the indemnifying Party of its obligations pursuant to Section 10 with respect to such Claim. The indemnifying Party shall not settle any Claim, in whole or in part, without the prior written consent of the indemnified Party, unless the indemnified Party: (i) admits no fault; (ii) assumes no liability; (iii) incurs no monetary obligations (e.g., to pay damages); and (iv) is not obligated to undertake or forego any action.

(d) Survival. Neither UCI 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 UCI 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 UCI 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 19 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;

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(iii) The mutual consent of both Parties;

(iv) The other Party 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 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; or

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

(c) Marketer shall also have the right, after the Swap Date, to terminate this Agreement as to any Station in the event that: (i) such Station is no longer an affiliate of the Univision Network; or (ii) such Station's Univision Network affiliation is on substantially different economic terms and conditions from the Station Affiliation Agreement and such different terms and conditions have a material adverse effect on the amount of such Station's Net Sales; or (iii) the Marketer Station licensed to such Station's DMA is no longer an affiliate of the Univision Network or the UniMás Network as a result of the expiration or earlier termination of the Station Affiliation Agreement with respect to such Marketer Station.

(d) Notwithstanding any provision in this Agreement to the contrary, as of the effective date of the termination of this Agreement with respect to any Station: (i) the Univision Network affiliation with respect to such Station will immediately and automatically revert back to Marketer Station (and such Station shall cease any further broadcast of the Univision Network programming in the applicable Marketer Station's DMA) and (ii) the applicable Marketer Station in such Station's DMA will immediately and automatically become an affiliate of the Univision Network (and such Marketer Station's affiliation with the UniMás Network will immediately and automatically terminate) and shall broadcast the Univision Network programming in accordance with the terms of the Station Affiliation Agreement (the "Affiliation Reversion"); provided, however, that (A) in the event that the Station Affiliation Agreement has expired

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or been terminated in its entirety, or (B) this Agreement is terminated by UCI following a final, nonappealable judgment by a court of competent jurisdiction that Affiliate intentionally breached this Agreement for the purpose of causing the Affiliation Reversion, such Affiliation Reversion will not occur. Immediately upon the occurrence of an Affiliation Reversion, Marketer shall transfer all books and records relating to national, regional and local spot advertising sales on the Stations to UCI. Marketer and UCI 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 UCI. Any payments received by Marketer after termination or expiration of this Agreement for local, regional 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 UCI and shall be promptly paid in full, without any setoff or deduction, to UCI.

12. Notices. Except as expressly set forth in this Agreement, all notices, consents, demands and requests permitted or required under this Agreement must be in writing and must be sent postage prepaid by certified mail, return receipt requested; by Federal Express or similar delivery services; by facsimile transmission (with confirmation of successful transmission); or by hand delivery, in each case to the other Party at the following address(es) (which address(es) may be changed by notifying the other Party of such new address(es) in accordance with this Section 12). Notice will be deemed given upon receipt (or failure or refusal of receipt) (or, with respect to facsimile, upon confirmation of successful transmission).

UCI: Tonia O'Connor  
Chief Revenue Officer & President of Content Distribution, Sales & Marketing  
Univision Communications Inc.  
605 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10158  
Facsimile: (646) 430-8511

with a copy to: Jonathan Schwartz  
Chief Legal and Corporate Affairs Officer  
Univision Communications Inc.  
605 Third Avenue, 12<sup>th</sup> Floor  
New York, New York 10158  
Facsimile: (646) 964-6681

Marketer: Walter F. Ulloa  
Chairman and Chief Executive Officer  
Entravision Communications Corporation  
2425 Olympic Blvd. - Suite 6000 West  
Santa Monica, CA 90404

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

Mark Boelke, Esq.  
General Counsel, EVP of Legal Affairs and Secretary  
Entravision Communications Corporation  
2425 Olympic Blvd. - Suite 6000 West  
Santa Monica, CA 90404

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13. Confidentiality. Neither Marketer nor UCI may disclose to any third party (expressly excepting, on a need-to-know basis, their respective directors, officers, employees and representatives, and subject to a confidentiality agreement, their respective auditors, consultants, financial advisors, lenders, attorneys and existing and potential financial investors) any terms or conditions of this Agreement (e.g., the expiration date), any information relating to this Agreement, or any confidential information of the other Party (e.g., business plans, reports, audit findings), except: (a) to comply with Law (e.g., any disclosures required by the U.S. Securities and Exchange Commission) (in which case redacted and protected to the greatest possible extent, and subject to the disclosing Party's giving the other Party as much prior notice of such disclosure as possible); (b) in order to enforce its rights with respect to this Agreement; or (c) with the prior written consent of the other Party. Each Party hereby acknowledges that a breach of this Section 13 will result in the substantial likelihood of irreparable harm and injury to the other Party, for which monetary damages alone would be an inadequate remedy, and which damages would be difficult to accurately measure. Therefore, in the event of a breach of this Section 13, the non-disclosing Party will have the right, in addition to all other rights and remedies that such Party may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved, to obtain immediate injunctive relief in order to prohibit further disclosures.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO THE CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S AFFILIATED COMPANIES BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OR DEFAULT OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

15. Digital Operations. All revenues and income derived from a Station's other digital channels shall be for the sole benefit of UCI. In the event that UCI elects to use any of the Stations' digital bandwidth to deliver digital video channels (multicasting) in addition to the UCI digital video channel, then UCI 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 material adverse effect on the Net Sales of such Station, the Parties agree to negotiate in good faith an amendment to this Agreement in order to materially compensate Marketer for such material adverse effect.

16. Additional Stations.

(a) In the event that UCI (or any of its affiliates) acquires an additional television station in any DMA where Marketer then-currently owns or operates a station affiliated with the Univision Network or UniMás Network (a "New Station"), then such New Station will not be affiliated with the Univision Network or the UniMás Network, and the primary or .1 stream of such New Station will not be affiliated with any other primarily Spanish-language network during such time that Marketer maintains Univision Network and/or UniMás Network affiliation(s) for its Marketer Station(s) in such DMA. For clarity, the Parties agree that no New Station will be deemed a "Station" and subject to the rights and obligations of this Agreement.

(b) In the event that the New Station offers a multicast channel comprised of Spanish-language video broadcast programming and that programming has a material adverse effect on the combined advertising sales revenue of the Marketer Station and Station in that DMA during such time that Marketer

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Station maintains a Univision Network and/or UniMás Network affiliation, then the Parties agree to negotiate in good faith an amendment to this Agreement in order to materially compensate Marketer for such material adverse effect.

(c) In addition, the following provisions shall apply to the acquisition of any New Station that is not located in the Boston, Orlando, Tampa or Washington, D.C. DMAs:

(i) In connection with the potential acquisition of the New Station by UCI, UCI shall notify Marketer of such potential acquisition and permit Marketer to reasonably participate in UCI's due diligence of such New Station, where contractually permitted by the agreement with the seller of such New Station, and to the extent practicable. Further, to the extent practicable, UCI agrees to consult with Marketer and to give good faith consideration to Marketer's recommendations with respect to UCI's assumed obligations for future expenses in connection with such acquisition, provided that the foregoing shall not imply any right of Marketer to approve or consent to any term, condition right or obligation in the acquisition agreements, which shall be in the sole discretion of UCI or Licensee. Prior to the acquisition by UCI of such New Station, where contractually permitted by the agreement with the seller of such New Station, Marketer shall have the right, upon written notice to UCI, to acquire from UCI all of UCI's rights and obligations with respect to such New Station on the same terms and conditions as UCI was to purchase the New Station. In the event Marketer exercises its right set forth above, Marketer shall reimburse UCI for all of UCI's costs and expenses (including reasonable attorneys' and engineering fees and expenses) incurred in the negotiation of the acquisition of such potential New Station.

(ii) For a period of twelve (12) months following UCI's acquisition of any New Station and the addition of such New Station to the terms and conditions of this Agreement (but in no event after the termination or expiration of this Agreement), Marketer may acquire from UCI, subject to prior FCC consent, all of UCI's rights and obligations with respect to such New Station, for the consideration set forth in the following sentence.

For clarity, the Parties agree that the rights set out in this Section 16(c) shall not apply to any New Station located in the Boston, Orlando, Tampa or Washington, D.C. DMA.

For purposes of this Section 16 of Exhibit B, the term "UCI" shall also include any parent, affiliate, or subsidiary of UCI.

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17. Supersession of Predecessor Marketing and Sales Agreement. As of the Effective Date, this Agreement supercedes the Predecessor Marketing and Sales Agreement.

18. Excluded Property. The Parties hereby acknowledge and agree that this Agreement shall not apply to any of the properties listed on Exhibit C hereto, which is hereby incorporated in this Agreement by reference ("Excluded Property") and that Marketer shall have no rights or obligations with respect to such Excluded Property.

19. 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.

20. 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, without limitation, 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.

21. Release of Claims. Except for claims expressly set forth in the immediately following sentence, Marketer, on the one hand, and UCI, on the other hand, hereby irrevocably release any and all claims that they may have against each other as of the Effective Date (including, without limitation, any and all claims arising out of any and all prior agreements or arrangements between and among each other (and/or their respective predecessor, parent and other affiliated companies) (e.g., the Shareholder Documents (as defined below)) (each, a "Prior Agreement")), whether now known or hereinafter arising. Notwithstanding the immediately foregoing sentence to the contrary, this Section 21 does not (and is not intended to) release any claim: (A) for indemnification with respect to third-party claims pursuant to one or more Prior Agreements; (B) with respect to any obligation(s) of any of the parties to the following agreements to pay any other party(ies) any amounts pursuant to Section 8 (Compensation) of such agreements with respect to any periods beginning on or after September 1, 2017: that certain Master Network Affiliation Agreement dated August 14, 2002 (as may have been amended), by and between Marketer and Univision Network Limited Partnership, and that certain Master Network Affiliation Agreement dated March 17, 2004 (as may have been amended) by and between Marketer and Telefutura (such agreements, together, the "Existing Affiliation Agreements"); (C) with respect to any obligation(s) of either Marketer or Univision Communications to pay the other any amounts pursuant to Section 6 (Economic Consideration) of that certain Negotiation Rights Agreement effective January 1, 2016, by and between Marketer and Univision Communications with respect to any periods beginning on or after September 1, 2017 (or, solely with respect to (i) payments with respect to Advertising Inventory pursuant to Section 6(f) thereunder, or (ii) changes in payments of Subscriber Fees pursuant to Section 6(b) or (c) thereunder as a result of subscriber reports provided to UCI by Distributors, with respect to any periods beginning on or after January 1, 2017); (D) with respect to any obligation(s) of any of the parties to Predecessor Marketing and Sales Agreement to pay any other party(ies) to such agreement any amounts

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pursuant to Exhibit B of such agreement with respect to any periods beginning on or after September 1, 2017; or (E) with respect to any obligation(s) of any of the parties to that certain Marketing and Sales Agreement dated January 1, 2006 (as may have been amended) by and between, on one hand, Marketer, and on the other hand, Univision Communications Inc. and Telefutera D.C. LLC to pay any other party(ies) to such agreement any amounts pursuant to Exhibit A of such agreement with respect to any periods beginning on or after September 1, 2017.

22. Entire Agreement; Modification. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the Parties 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. This Agreement hereby supersedes, as of the Effective Date, the Predecessor Marketing and Sales Agreement. For clarity, notwithstanding anything to the contrary contained in this Section 22, nothing in this Agreement supersedes or modifies (or it intended to supersede or modify) in any way: (A) any and all documents governing Univision Communications Inc.'s rights as a holder of Marketer's Class U Common Stock or Class A Common Stock, upon conversion of Class U Common Stock, including, without limitation, each of the Second Amended & Restated Certificate of Incorporation, the Investor Rights Agreement dated April 19, 2000 and the Amended Investor Rights Agreement dated September 9, 2005 by and between Univision Communications Inc. and Marketer; (B) that certain letter agreement regarding Registration Rights dated September 9, 2005 by and between Univision Communications Inc. and Marketer; or (C) any other document(s) or arrangement(s) related to Univision Communications Inc.'s equity ownership of Marketer (collectively, the "Shareholder Documents"); The Shareholder Documents remain in full force and effect.

23. Governing Law; Venue. This Agreement, and all matters or issues arising therefrom or related thereto, will be governed by the laws of the state of New York, without giving any effect to its conflict of law principles. The federal and state courts located in the city and state of New York have exclusive jurisdiction to hear and determine any claims, disputes, actions and suits that may arise under or relate to this Agreement, and each Party hereby waives its right to make any claim to the contrary.

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

25. Waivers. The failure of either Party to insist upon strict performance of any provision of this Agreement is not a waiver of any subsequent breach of the same or similar nature. Any waiver of any provision of this Agreement must be in writing and signed by the Party against whom the waiver is sought to be enforced.

26. Cumulative Remedies. All rights and remedies set forth in this Agreement are cumulative and are without limitation of any rights and remedies that a Party may have at law, in equity, under contract (including, without limitation, this Agreement) or otherwise, all of which are hereby expressly reserved.

27. No Third-Party Beneficiaries. The provisions of this Agreement are for the benefit of only the Parties and each of their permitted assigns, and except as expressly set forth in this Agreement, no third party is, or will be, a beneficiary of, or have any rights by virtue of, this Agreement.

28. Attorneys' Fees. In the event of any litigation between UCI and Marketer to enforce its rights with respect to this Agreement, the prevailing party in such litigation (as determined by the court) shall be entitled to receive its cost of litigation, including, without limitation, reasonable attorneys' fees, in addition to any other remedies to which it may be entitled.

EXECUTION

29. No Partnership Or Joint Venture Created. Nothing in this Agreement may be construed to make UCI and Marketer partners or joint venturers or to afford any rights to any third party.

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

31. 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.

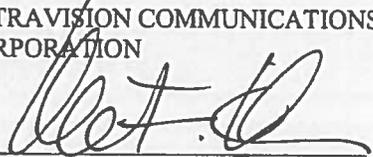
*[The rest of this page left intentionally blank.]*

*UCI* *df*

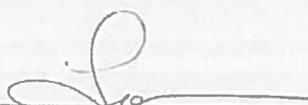
EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

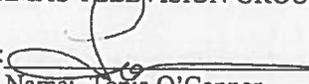
ENTRAVISION COMMUNICATIONS CORPORATION

By:   
Name: Walter F. Ulba  
Title: Chairman & Chief Executive Officer

UNIVISION LOCAL MEDIA INC.

By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution

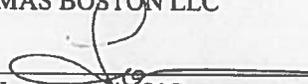
UNIMÁS TELEVISION GROUP, INC.

By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution

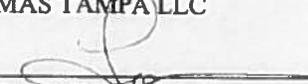
UNIMÁS ORLANDO, INC.

By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution

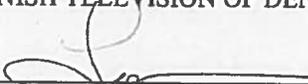
UNIMÁS BOSTON LLC

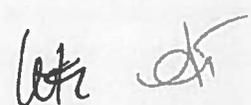
By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution

UNIMÁS TAMPA LLC

By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution

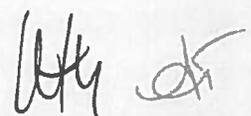
SPANISH TELEVISION OF DENVER, INC.

By:   
Name: Tonia O'Connor  
Title: Chief Revenue Officer & President of Content Distribution



**EXHIBIT A**  
Stations

<u>LICENSEE</u>	<u>STATION</u>	<u>FCC FACILITY ID</u> <u>NO.</u>
UniMás Orlando, Inc.	WOTF(TV)	5802
UniMás Boston LLC	WUTF(TV)	60551
UniMás Tampa LLC	WFTT(TV)	60559
UniMás Television Group, Inc.	KTFQ(TV)	57220
Spanish Television of Denver, Inc.	KTFD(TV)	57219



EXECUTION

**EXHIBIT A-1**  
**Marketer Stations**

Entravision Communications Corporation (or its wholly owned subsidiary) is the licensee of:

<u>STATION</u>	<u>FCC FACILITY ID NO.</u>
WUNI(TV), Worcester, MA	30577
KCEC(TV), Denver, CO	24514
KLUZ-TV, Albuquerque, NM	35084
WVEA-TV, Venice, FL	16788
WVEN-TV, Daytona Beach, FL	131

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EXECUTION

**EXHIBIT C**  
Excluded Property

1. Boston, MA – 141-147 Portland St. - Office Space
2. Denver, CO – 2100 Downing St. - Office Space
3. Orlando, FL – Bithlo Tower

*WTH dr*

**EXHIBIT D**

## Marketer News Programs

<u>STATION</u>	<u>FCC FACILITY ID NUMBER</u>	<u>TIME PERIOD</u>
WUTF-DT*	60551	Tuesday through Saturday from 5:00-5:30AM ET
WFTT-DT*	60559	Monday through Friday from 7:00-7:30AM ET
WOTF-DT*	5802	Tuesday through Friday from 7:00-7:30AM ET
KTFQ-DT*	57220	Monday through Friday from 6:00-7:00AM MT
KTFD-DT*	57219	Tuesday through Saturday from 6:00-7:00AM MT

\* The call signs listed reflect the call signs of such stations as of the Effective Date; for clarity, such call signs may change during the Term.

W#4 *df*