

CONSENT AGREEMENT

This Consent Agreement (this “Consent Agreement”) is entered into as of this 29th day of December 2017, by and among Spectrum Evolution, Inc. (“Spectrum”), HC2 Station Group, Inc. (“Buyer”) and CTB Spectrum Services LLC (“Seller”).

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated December 29, 2017 (as may be amended from time to time, the “APA”) pursuant to which Seller has agreed to sell, and Buyer has agreed to buy, the Purchased Assets;

WHEREAS, Spectrum has first priority liens on and security interests in all or substantially all assets of Seller, excluding Seller’s FCC Authorizations but including the proceeds of any assignment or transfer of the FCC Authorizations (collectively, the “Spectrum Liens”);

WHEREAS, it is a condition to Buyer entering into the APA, and to Buyer’s obligations under the APA to purchase the Purchased Assets and close the sale, that Spectrum deliver this Consent Agreement;

WHEREAS, Spectrum will receive direct and indirect benefits from the sale by Seller of the Purchased Assets to Buyer pursuant to the APA; and

WHEREAS, capitalized terms not defined in this Consent Agreement are as otherwise defined in the APA.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Agreements and Consents**: Subject to the terms and conditions set forth in this Section 1, Spectrum hereby:
 - a. Consents to Buyer and Seller entering into and performing their respective obligations under the APA;
 - b. Consents to, upon the Closing and payment by Buyer of the Purchase Price, Seller granting, conveying, selling, assigning, transferring and delivering the Purchased Assets to Buyer on the Closing Date;
 - c. Agrees that, upon the Closing and payment by Buyer of the Purchase Price, the Spectrum Liens shall be automatically released and terminated such that Seller can convey the Purchased Assets and Buyer can buy the Purchased Assets free and clear of the Spectrum Liens at the Closing;

- d. Authorizes Seller and Buyer to, upon the Closing and payment by Buyer of the Purchase Price, file UCC3 financing statement terminations and other terminations releasing and terminating the Spectrum Liens;
- e. Agrees, upon the Closing and payment by Buyer of the Purchase Price to an account specified by Seller, which may be an account in Spectrum's name, to execute and deliver at Closing all such instruments and take all such actions as Buyer or Seller shall reasonably request, without payment or consideration, in connection with releasing and terminating the Spectrum Liens; and
- f. Consents to Buyer and Seller amending the APA from time to time in accordance with Section 12.3 thereof, other than any amendments to the Purchase Price or to any provisions that adversely affect Spectrum or the Spectrum Liens unless Buyer and Seller shall have first obtained the written consent of Spectrum.

2. **Governing Law.** The construction and interpretation of this Consent Agreement shall at all times and in all respects be governed by the laws of the State of New York (exclusive of those relating to conflicts of laws).

- a. **Venue of Buyer.** Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Seller or Spectrum against Buyer shall be litigated only in the courts of the State of New York in New York County or federal courts in the Southern District of New York. Buyer hereby consents to the personal and subject matter jurisdiction of such courts and waives any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 2(a).
- b. **Venue of Seller.** Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Buyer or Spectrum against Seller shall be litigated in the state or federal courts of the State of Washington or of the State of Delaware. Seller hereby consents to the personal and subject matter jurisdiction of such courts and waives any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 2(b).
- c. **Venue of Spectrum.** Any action at law, suit in equity or judicial proceeding arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement, or any provision hereof, initiated by Buyer or Seller against Spectrum shall be litigated in the state or federal courts of the State of Texas. Spectrum hereby consents to the personal and subject matter jurisdiction of such courts and waives any right to transfer or change the venue of any litigation initiated pursuant to the terms of this Section 2(c).

3. **Successors and Assigns.** Except as otherwise expressly provided herein, this Consent Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, heirs, successors and assigns.

4. **Further Assurances.** From time to time prior to, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and all transactions contemplated by this Consent Agreement, including the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the transaction contemplated hereby. The parties hereto shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Consent Agreement.

5. **Closing Condition.** Spectrum and Seller acknowledge and agree that it is a condition to Buyer's obligations under the APA to close on the Purchased Assets that this Consent Agreement shall be in full force and effect at the time of the Closing.

6. **Facsimile; Counterparts; Effectiveness.** This Consent Agreement may be executed by facsimile or email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document. This Consent Agreement shall become effective upon receipt by each party of a duly executed counterpart by each of the other parties hereto.

SIGNATURE PAGE TO CONSENT AGREEMENT

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

SPECTRUM EVOLUTION, INC.

855 Harbor Court
Southlake, TX 76092-2700

By: 
Name: Gregory J. Herman
Title: President

BUYER:

HC2 STATION GROUP, INC.

450 Park Avenue, 30th Floor
New York, NY 10022

By: _____
Name: Philip A. Falcone
Title: President/CEO

SELLER:

CTB SPECTRUM SERVICES LLC

P.O. Box 682
Longview, WA 98632-7435

By: _____
Name: Vernon L. Fotheringham
Title: Managing Member

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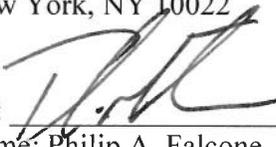
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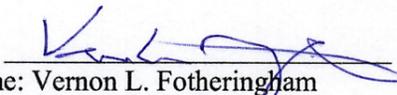
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