

SETTLEMENT AGREEMENT

This Settlement Agreement (this “**Agreement**”) is made as of April 11, 2018 (the “**Effective Date**”), by and between DTV America Corporation (“**DTV**”) and HC2 Station Group, Inc. (“**HC2**”) (collectively referred to as the “**Applicants**”).

WITNESSETH:

WHEREAS, DTV is the Federal Communications Commission (“**FCC**”) licensee for a Low Power Digital TV broadcast license known as WZCK-LD on channel 36, and HC2 is the FCC licensee for a Digital Class A broadcast license known as W23BW-D on channel 23. Madison, Wisconsin is the community of license for both the WZCK-LD and W23BW-D stations;

WHEREAS, DTV has an application pending before the FCC for a Displacement of Low Power Digital TV broadcast station WZCK-LD (File No. 51613) to allow DTV to move its operations from its currently authorized channel, 36, to channel 24;

WHEREAS, HC2 has an application pending before the FCC for a Minor Modification of Digital Class A broadcast station W23BW-D (File No. BLDTA-2140827AAD) to allow HC2 to operate at a higher effective radiated power on its current channel 23;

WHEREAS, a grant by the FCC of WZCK-LD’s application will allow WZCK-LD to transmit on channel 24, which may cause harmful interference to W23BW-D’s transmissions on adjacent channel 23, and vice versa;

WHEREAS, the above-referenced applications are mutually exclusive;

WHEREAS, but for this Agreement, grant of W23BW-D’s Minor Modification application would require WZCK-LD to cease operations and relocate to an alternate channel due to the potential for harmful interference to W23BW-D’s operations; and

WHEREAS, the Applicants are entering into this Agreement to resolve their mutual exclusivities and to further the public interest by providing for continued services to the Madison, Wisconsin community from both the WZCK-LD and W23BW-D stations.

NOW THEREFORE, the Applicants agree to the terms and conditions herein set forth:

1. DTV and HC2 understand that WZCK-LD’s transmissions on channel 24 may cause harmful interference to W23BW-D’s transmissions on adjacent channel 23, and vice versa.
2. DTV and HC2 desire to resolve their mutual exclusivities by this Agreement.
3. The Applicants shall request that the FCC grant WZCK-LD’s Displacement of Low Power Digital TV application to begin operations on channel 24, which may cause harmful interference to W23BW-D’s transmissions on adjacent channel 23.


4. The Applicants shall request that the FCC grant W23BW-D's Minor Modification application to continue operations on channel 23, which may cause harmful interference to WZCK-LD's transmissions on adjacent channel 24.
5. The Applicants will cooperate with each other to provide the FCC with all information the FCC may request in connection with processing W23BW-D's Minor Modification application and WZCK-LD's Displacement of Low Power Digital TV application.
6. DTV agrees to accept harmful interference caused by W23BW-D operating in accordance with parameters currently authorized by the FCC as may be modified by the Minor Modification application.
7. HC2 agrees to accept harmful interference caused by WZCK-LD operating in accordance with parameters currently authorized by the FCC as may be modified by the Displacement of Low Power Digital TV application.
8. The Applicants agree to coordinate where necessary to mitigate harmful interference between WZCK-LD's operations on channel 24 and W23BW-D's operations on channel 23.
9. HC2 will operate W23BW-D and DTV will operate WZCK-LD in conformity with applicable FCC regulations and policies for settlement arrangements and pursuant to the terms and conditions set forth in this Agreement.
10. There is no other consideration, express or implied, being paid in connection with this Agreement.
11. This Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof and by applicable FCC regulations and policies for settlement agreements.
12. The Applicants signing this Agreement state, under penalty of perjury, that approval of this Agreement will serve the public interest by allowing both W23BW-D and WZCK-LD to continue serving the Madison, Wisconsin community. Absent this Agreement, WZCK-LD would have to cease operations due to interference from W23BW-D. This Agreement will preserve service to Madison, Wisconsin from WZCK-LD.
13. The Applicants hereby affirm, under penalty of perjury, that they have not given, received, nor promised any consideration, express or implied, in connection with this Agreement, except the mutual covenants and promises contained herein. The Applicants hereby affirm, under penalty of perjury, that neither party to this Agreement filed its application for the purpose of reaching or carrying out any such agreement for consideration, pursuant to section 311(c)(3)(B) of the Communications Act, 47 U.S.C. § 311(c)(3)(B).

14. Each Applicant shall assign this Agreement to any FCC-approved assignee or transferee of such Applicant's station, and such assignee or transferee shall assume this Agreement effective upon consummation of the assignment or transfer of such Applicant's station. In all cases, the assigning party shall provide at least 30 days written notice to the other party of any such assignment or transfer. The terms of this Agreement shall bind and inure to the benefit of the Applicant's respective successors and any permitted assigns. No assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.
15. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all prior agreements and understanding with respect to the subject matter hereof. No amendment or waiver of compliance with any provision hereof shall be effective unless it is made in writing signed by the party against who enforcement is sought. This Agreement may be executed by one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

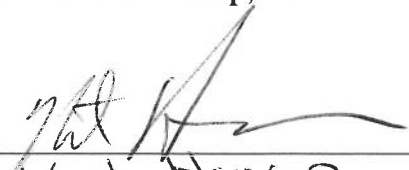
[SIGNATURE PAGE FOLLOWS]

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

DTV America Corporation

By: 
Name: Dean Williams
Title: CFO

HC2 Station Group, Inc.

By: 
Name: Kent Hanson
Title: CTO