

TEMPORARY INTERFERENCE AGREEMENT

This **Interference Agreement** ("Agreement") is entered into this 10th day of June, 2018, by and between NRJ TV Houston License Co., LLC ("NRJ") and DTV America Corp. ("DTV") (each a "Party"; collectively, "Parties").

WHEREAS, NRJ is the licensee of full-power digital broadcast Station KUBE-TV, Baytown, Texas (Facility ID 70492) ("KUBE"), and

WHEREAS, DTV is the licensee of low power digital broadcast Station KBMN-LD, Beaumont, Texas (Facility ID 188068) ("KBMN"), and

WHEREAS, the Federal Communications Commission ("FCC") has directed KUBE to move from over-the-air broadcast channel 41 to over-the-air broadcast channel 31 as part of the post-auction transition, and

WHEREAS, NRJ has determined that it will need to operate using an interim facility while it makes certain modifications to its transmission facilities to operate on over-the-air broadcast channel 31, and

WHEREAS, the interim facility proposed for KUBE is predicted to cause 6.52% new interference to KBMN, of which 4.71% would be unique (the "Temporary Interference"), and

WHEREAS, DTV agrees to accept the Temporary Interference from KUBE subject to the terms of this agreement, and

WHEREAS, the Parties desire to enter into an agreement to reflect their mutual understanding regarding the Temporary Interference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. DTV hereby agrees to accept any interference up until the Phase 2 completion date (currently, April 12, 2019) caused to KBMN from the KUBE's interim facility, including as the temporary facility may be amended or modified, *provided that* such further amendment or modification does not increase new interference to the KBMN signal above 6.52%. The Parties agree that they will take all steps that are reasonably required to effectuate this Agreement and to obtain FCC approval for the applications, unless such actions would have a material adverse effect on the party declining to take such action.

2. Each signatory to this Agreement hereby certifies, under penalty of perjury, that no consideration has been paid or promised to that Party or to any of its principals by the other Party or any of the other Party's principals in return for negotiating, entering into, and/or implementing its obligations under this Agreement. The Parties understand that this certification

2EA 1/14

by each of them will be filed with the FCC and is thus deemed a representation made directly to the FCC. Each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

3. This Agreement may be executed in one or more counterparts and such counterparts may be exchanged electronically by fax or by emailed pdf file, and, each of which will have the full force and effect of an original but all of which will be deemed one and the same document.

4. To the extent not governed by federal law, this Agreement will be governed by the laws of the State of New York. With respect to any suit, action or proceedings relating to or arising out of this Agreement ("Proceedings") not brought by the FCC, each party irrevocably: (i) submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in Southern District of New York, and (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

5. ALL ISSUES, MATTERS, AND DISPUTES BETWEEN THE PARTIES CONCERNING THIS AGREEMENT SHALL BE TRIED BY A JUDGE IN A NON-JURY TRIAL. In the event that any litigation is commenced to interpret or enforce this Agreement, the prevailing party in such litigation will be entitled to ask for and receive an award of reasonable attorneys' fees and expenses at trial and on appeal. The Parties agree to attempt in good faith to resolve disputes through alternative dispute resolution before resorting to litigation.

6. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and may be altered or amended only in writing signed by the Party against which enforcement is sought. This agreement may be terminated at any time by mutual consent of the Parties, provided that such consent to terminate is in writing and is signed by each of the Parties. This Agreement will be binding upon and inure to the benefit of their heirs, successors, and assigns of each Party and will be binding on any future licensee of any of the Stations referred to in this Agreement.

7. Any notices hereunder will be deemed effective if given by first class or more rapid class of United States mail, postage prepaid, and evidenced by a postal delivery receipt, addressed as follows. Notices will be effective on the first attempted date of delivery on a business day, not including any federal or state government holiday:

If to NRJ:
Ted Bartley
NRJ TV Houston License Co, LLC
722 S Denton Tap Rd Ste 130
Coppell, TX 75019

ted@nrjventures.com

With a copy, which shall not constitute notice, to:

Ari Meltzer
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
ameltzer@wileyrein.com

If to DTV:
Kurt Hanson
HC2 Broadcasting Holdings, Inc.
450 Park Avenue, 30th Floor
New York, NY 10022

With a copy, which shall not constitute notice, to:

Trey Hanbury
Hogan Lovells US LLP
555 Thirteenth Street, NW
Washington, DC 20004

8. Each individual executing this Agreement warrants that he or she has the authority to sign and to legally bind the party for which he or she has signed to carry out the provisions hereof.

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

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

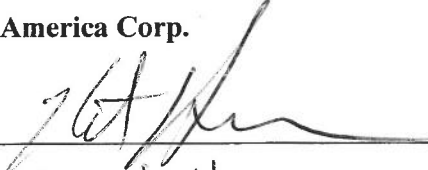
NRJ TV Houston License Co., LLC

By: 

Name: Robert Andrews

Title: Sr. VP

DTV America Corp.

By: 

Name: Kurt Hansen

Title: CTO