

**FIRST AMENDMENT TO
AMENDED AND RESTATED CHANNEL SHARING AND FACILITIES AGREEMENT**

THIS FIRST AMENDMENT (this “First Amendment”) is made as of December 27, 2018 between Poquito Mas Communications LLC, a Delaware limited liability company (“Poquito Mas”), and HC2 Station Group, Inc., a Delaware corporation (“HC2”), as successor-in-interest to Northstar Media, LLC and Northstar San Francisco License, LLC (collectively “Northstar”).

RECITALS

WHEREAS, Poquito Mas and Northstar entered into a Channel Sharing and Facilities Agreement dated November 13, 2017 and amended November 30, 2017 (the “CSA”). The CSA was amended and restated pursuant to that certain Amended and Restated Channel Sharing and Facilities Agreement dated as of December 28, 2017 (the “Restated CSA”).

WHEREAS, under the Restated CSA, KEMO-TV, Fremont, CA (FCC Facility ID No. 34440) (“KEMO”) is a channel sharee on Poquito Mas’ television station KCNZ-CD, San Francisco, CA (FCC Facility ID No. 52887) (“KCNZ”), currently operating on channel 28 (the “Shared Channel”).

WHEREAS, pursuant to an Asset Purchase Agreement dated as of November 29, 2017 between Northstar and affiliated entities and HC2 Network Inc., HC2 Network Inc. acquired KEMO and assumed the rights and obligations of Northstar under the Restated CSA, all of which were subsequently assigned to HC2 through an intercompany assignment.

WHEREAS, HC2 now desires to amend the Restated CSA in order to replace KEMO with co-owned Station KQRM-LP, Petaluma, CA (FCC Facility ID No. 130567) (“KQRM-LP”)

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: STATION SUBSTITUTION

1.1 Recital C. Recital C is hereby deleted in its entirety and replaced with the following:

“C. Sharee owns and operates the following television broadcast station, including its primary and all multicast streams (“Sharee’s Station”) pursuant to licenses issued by the FCC:

KQRM-LP, Petaluma, CA (FCC Facility ID No. 130567)”

1.2 Consent. Poquito Mas hereby consents to the substitution of KQRM-LP for KEMO under the Restated CSA.

1.3 FCC Applications; Regulatory Approvals. HC2 shall, at its sole cost and expense, file and thereafter diligently prosecute the necessary applications with the FCC seeking approval

for modification of the KQRM-LP license to specify channel sharing on the Shared Channel pursuant to the Restated CSA, as modified pursuant to this First Amendment. HC2 shall notify Poquito Mas of all documents filed with or received from the FCC with respect to this modification. HC2 shall be solely responsible for obtaining all regulatory approvals for this modification, but Poquito Mas shall provide reasonable assistance in obtaining such regulatory approvals as required by the FCC. HC2 anticipates obtaining such approvals no later than February 28, 2019. If required by the FCC staff, the parties agree to enter into a new channel sharing agreement reflecting the terms of the Restated CSA and this First Amendment.

1.4 Multicast Channel Agreement. In the event that the regulatory approvals set forth in Section 1.3 hereof are delayed or not otherwise approved HC2 and Poquito Mas shall enter into a mutually agreeable Multicast Channel Agreement that provides HC2 with the same rights and obligations (which, in no event, shall include greater payment obligations) under the Restated CSA and this First Amendment to the fullest extent permissible under the Communications Act and the FCC's rules, until such time as the requisite regulatory approvals are granted by the FCC.

ARTICLE 2: MISCELLANEOUS

2.1 Ratification. To its knowledge, HC2 confirms that Poquito Mas is not in default under the Restated CSA. Except as expressly amended hereunder, the Restated CSA remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects. Without limiting the foregoing, HC2 acknowledges and agrees that it remains responsible for all payments under the Restated CSA in accordance with its terms, and this First Amendment does not modify any payment or other obligations of HC2, and except as stated herein, this First Amendment does not change any technical or business terms of the Restated CSA. HC2 acknowledges that its obligations with respect to operational support and payment of consideration will continue during the pendency of the regulatory approvals set forth in Section 1.3 hereof.

2.2 Binding Effect. This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

2.3 Counterparts. This First Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be an original, and both of which counterparts together shall constitute one and the same fully executed instrument.

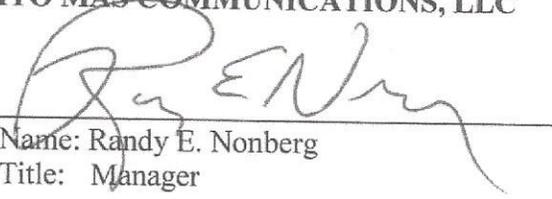
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SIGNATURE PAGE TO AGREEMENT

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

POQUITO MAS:

POQUITO MAS COMMUNICATIONS, LLC

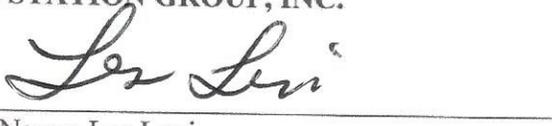
By: 

Name: Randy E. Nonberg

Title: Manager

HC2:

HC2 STATION GROUP, INC.

By: 

Name: Les Levi

Title: Chief Operating Officer