

INTERFERENCE ACCEPTANCE AGREEMENT

This INTERFERENCE ACCEPTANCE AGREEMENT (this "Agreement") is made this 25th day of May, 2018 by and between Long Communications, LLC, licensee of distributed television system WHKY-TV, Hickory, NC (Fac. Id. 65919) ("Long") and HC2 Station Group, Inc., licensee of digital Class A television station W21CK-D, Charlotte, NC (Fac. Id. 67022) ("HC2").

1. Long is currently licensed by the Federal Communications Commission ("FCC") to operate WHKY on channel 40, and as required by FCC rules, has filed an application to modify WHKY's facilities to specify channel 14 for its post-incentive auction facilities (LMS File # 0000034548) (the "WHKY Modification Application"). Consistent with its distributed television system authorization, the WHKY Modification Application includes two transmitter sites, the second of which is located in Charlotte, NC and specifies an effective radiated power of 260 kilowatts.

2. HC2 is currently licensed by the FCC to operate W21CK-D on channel 21, and as required by FCC rules, has filed an application to modify W21CK-D's facilities to specify channel 15 for its post-incentive auction facilities (LMS File # 0000034509) (the "W21CK-D Modification Application"). The W21CK-D Modification Application specifies an effective radiated power of 15 kilowatts from its proposed transmitter site.

3. The FCC staff has notified Long and HC2 that the WHKY Modification Application and the W21CK-D Modification Application are mutually exclusive, such that operation of the facilities specified at the transmitter sites in paragraph 1 and 2 above would cause interference to W21CK-D at levels that exceed the FCC's interference limits.

4. To avoid a prolonged and uncertain outcome with respect to their respective applications, and to ensure that the FCC will process both applications, Long and HC2 hereby agree to accept interference caused and received from the proposed WHKY 260 kilowatt operation and the proposed W21CK-D 15 kilowatt operation from their respective transmitter sites. The parties further agree that each shall (a) submit this Agreement as part of a filed amendment to their respective pending applications no later than Friday, May 25, 2018, and (b) promptly provide copies of the filed amendments to each other.

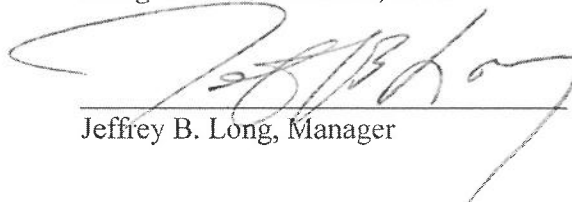
5. Long and HC2 agree to cooperate with each other and coordinate where necessary to mitigate interference to the operations of W21CK-D on channel 15 if actual interference proves to be higher than the predicted 4.23%.

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

7. No amendment or waiver of compliance with any provision hereof shall be effective unless in writing signed by the party against whom enforcement is sought. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, it is understood that the acceptance of interference levels agreed to herein shall continue to run with the stations, not the licensees thereof, and shall be binding on future successors or assigns (without the need for consent) in the event of assignment of a station's license or a change in control of a licensee. This Agreement constitutes the entire agreement and understanding between the parties hereto and supercedes all prior agreements or understandings with respect to the subject matter hereof. This Agreement shall be governed by the laws of the state of New York without giving effect to the choice of law provisions hereof. Each party shall bear all of its expenses incurred in connection with the transactions contemplated by this Agreement. Except for the consents set forth herein, no consideration is being paid by either party in connection with this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The individuals executing this Agreement on behalf of the parties hereto are duly authorized.


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

Long Communications, LLC



Jeffrey B. Long, Manager

HC2 Station Group, Inc


Name: Kurt Hanson
Title: CTO