

INTERFERENCE AGREEMENT

This Interference Agreement (“Agreement”) is entered into this 30th day of September 2021, by and between WMT, LLC (“WMT”) and HC2 LPTV Holdings, Inc. (“HC2”) (each a “Party”; collectively, “Parties”).

WHEREAS, WMT is the licensee of Class A digital broadcast Station WQAV-CD, Glassboro, New Jersey (Facility ID 191822) (“WQAV”);

WHEREAS, HC2 is the licensee of digital TV Translator Station W25FG-D, Philadelphia, Pennsylvania (Facility ID 72535) (“W25FG”);

WHEREAS, WMT desires to modify WQAV to operate with the technical parameters specified in Attachment A (the “WQAV Modification”);

WHEREAS, HC2 desires to modify W25FG to operate with the technical parameters specified in Attachment B (the “W25FG Modification”).

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

1. WMT will file a minor modification application, proposing to seek authorization for WQAV to operate pursuant to the WQAV Modification.

2. The WQAV Modification is predicted to cause up to 3.64 percent interference to the W25FG Modification, assuming a study cell size of 0.5 km and a profile point spacing of 1.0 km. When calculated using a study cell size of 1.0 km and a profile point spacing of 0.5 km, the WQAV Modification is predicted to cause 4.05 percent interference to HC2’s facility.

3. HC2 consents to W25FG’s receiving up to 3.64 percent interference from WQAV, and WMT hereby agrees not to cause interference to W25FG in excess of 3.64 percent, calculated assuming a study cell size of 0.5 km and a profile point spacing of 1.0 km, and 4.05 percent, calculated assuming a study cell size of 1.0 km and a profile point spacing of 0.5 km. Future modifications to facilities of either party may specify differing cell size and point spacing parameters in their FCC applications and are in accordance with this Agreement if the interference, calculated using the specific parameters cited herein, is not exceeded.

4. Both Parties commit to construct their respective facilities utilizing an 8-pole mask filter to further minimize the effects of adjacent channel interference.

5. 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. Each Party will bear its own legal, engineering, and other expenses incurred in negotiating, entering into, and implementing this Agreement.

6. 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. 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 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 WMT:
WMT, LLC
5670 Wilshire Blvd., Suite 1620
Los Angeles, CA 90036
rogow@ventechgroup.com

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

Joan Stewart
Wiley Rein LLP
1776 K Street NW
Washington, DC 20006
jstewart@wiley.law

If to HC2:
HC2 LPTV Holdings, Inc.
295 Madison Avenue, 12th Floor
New York, NY 10022
Attn: Patrick Doyle, Chief Operating Officer
pdoyle@hc2broadcasting.com

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

HC2 LPTV Holdings, Inc.
295 Madison Avenue, 12th Floor
New York, NY 10022
Attn: Renee Ilhardt, Vice President, Regulatory Affairs
rilhardt@hc2broadcasting.com

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 to be effective as of the date first set forth written.

WMT, LLC

HC2 LPTV HOLDINGS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SIGNATURE PAGE TO INTERFERENCE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first set forth written.

WMT, LLC

By: 

Name: Lawrene Rogow

Title: Manager

HC2 LPTV HOLDINGS, INC.

By: 

Name: Patrick Doyle

Title: COO