

FIRST AMENDMENT
TO
CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT

THIS FIRST AMENDMENT TO CHANNEL SHARING, FACILITIES, AND INTERFERENCE AGREEMENT (this “First Amendment”) is made as of September 18, 2019 between HC2 LPTV Holdings, Inc (“Sharer”) and KRCA Television LLC and its wholly-owned subsidiary, KRCA License LLC (together “Sharee”).

RECITALS

A. Sharer and Sharee entered into a Channel Sharing, Facilities, and Interference Agreement dated February 1, 2019 (the “CSA”).

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

WKOB-LD, New York, NY (FCC Facility ID #51441)

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:

WASA-LD, Port Jervis, NY (FCC Facility ID #167320)

D. Sharer and Sharee now desire to amend the CSA in order to modify the commencement date of shared operations, the payment schedule, and in other respects.

AGREEMENT

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt of which and hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I: TERM

1.1 Commencement of Shared Operations. A new Section 1.2(c) shall be added following Section 1.2(b) of the CSA and shall state as follows:

“(c) Notwithstanding anything to the contrary in this Agreement, upon request by Sharee at any time following the release to Sharer of all funds due from Sharee to Sharer in

accordance with *Schedule 1.4* but prior to the Sharing Commencement Date, Sharer shall allow Sharee to utilize a subchannel on its current transmission facilities on channel 2, pursuant to the programming agreement attached hereto as Exhibit A, which will be signed simultaneously with the execution of this First Amendment.”

1.2 Shared Operations. Section 1.2(b) is hereby deleted in its entirety and replaced with the following:

“(b) Subject to Section 3.4, the parties shall share on an equal basis all out-of-pocket costs and expenses reasonably necessary to modify the Transmission Facilities for shared use under this Agreement, provided that, unless expressly set forth in this Agreement, any modification of the Transmission Facilities, or installation of equipment at the Transmission Facilities, shall be the primary responsibility of Sharee, who shall install or modify the Transmission Facilities only with the consent of Sharer, which shall not unreasonably be withheld. Sharee shall promptly invoice Sharer for its share of any expenses incurred by Sharee pursuant to this Section 1.2(b), which invoice shall be due within twenty (20) business days.”

1.3 Sharing Fee and Release of Escrow. *Schedule 1.4* referred to in Section 1.4 of the CSA shall be replaced in its entirety by the *Schedule 1.4* attached hereto. Concurrent with the execution of this First Amendment, Sharee shall execute the Instructions for Release of Escrow Funds attached hereto as Exhibit B and transmit a copy of the executed Instructions for Release of Escrow Funds to the Escrow Agent.

ARTICLE 2: OPERATIONS

2.1 Facilities. Section 3.1(b)(ii) is hereby deleted in its entirety and replaced with the following:

“(ii) Sharee shall operate, maintain and repair the shared Transmission Facilities in accordance with good engineering practices customary in the television industry and shall use commercially reasonable efforts to inform Sharer by electronic means at least seven (7) calendar days in advance as to all material repairs to the Transmission Facilities that might affect Sharer’s full enjoyment and use of the Transmission Facilities. If at any time the Shared Channel is off the air or operating at a reduced power level, Sharee shall use commercially reasonable efforts and endeavor in good faith to return the Shared Channel to air and restore power as promptly as possible.”

2.2 Repair Rights. Section 3.1(g) is hereby deleted in its entirety and replaced with the following:

“(g) Repair Rights. In the event of a material breach by Sharee of its obligations with respect to the Transmission Facilities, and failure to cure upon reasonable notice thereof by

Sharer, Sharer shall have the right to undertake itself any necessary maintenance or repairs, and Sharee shall promptly (and in any even within twenty (20) business days after invoice) reimburse Sharer for all expenses reasonably incurred by Sharer.”

2.3 Expenses. *Schedule 3.4* referred to in Section 3.4 of the CSA shall be replaced in its entirety by the *Schedule 3.4* attached hereto.

ARTICLE 3: MISCELLANEOUS

3.1 Ratification. Each to their knowledge, Sharer and Sharee confirm that the other party is not in default under the CSA. Except as expressly amended hereunder, the CSA remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects. Without limiting the foregoing, Sharee acknowledges and agrees that it remains responsible for all payments under the CSA in accordance with its terms, and this First Amendment does not modify any payment or other obligations of Sharee, and except as stated herein, this First Amendment does not change any technical or business terms of the CSA.

3.2 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.

3.3 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.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO FIRST AMENDMENT
TO
CHANNEL SHARING AND FACILITIES AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this First Amendment to Channel Sharing and Facilities Agreement as of the date first set forth above.

SHARER:

HC2 LPTV HOLDINGS, INC.

By: 
Name: LES LEVI
Title: MD

SHAREE:

KRCA TELEVISION LLC

By: _____
Name:
Title:

KRCA LICENSE LLC

By: _____
Name:
Title:

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SHARER:

HC2 LPTV HOLDINGS, INC.

By: _____
Name:
Title:

SHAREE:

KRCA TELEVISION LLC

By;  _____
Name: Brian Kei
Title: Chief Financial Officer

KRCA LICENSE LLC

By;  _____
Name: Brian Kei
Title: Chief Financial Officer