

INTERFERENCE ACCEPTANCE AGREEMENT

1. This Interference Acceptance Agreement (“Agreement”) is entered into this 2nd day of January, 2019, by and among the following parties that have each filed Displacement Applications with the Federal Communications Commission (FCC) to change the channel of their respective low power television or TV translator stations to Channel 7, pursuant to the FCC’s Public Notice, 32 FCC Rcd. 1234, DA 18-124 (Feb. 9, 2018). The signatories are hereinafter referred to collectively as Applicants or Parties and each an Applicant or Party:

<u>Applicant Name</u>	<u>Call Sign-FCC Facility ID</u>	<u>FCC LMS File No.</u>
Ventana Television, Inc.	K25FW-D – 42342	0000054800
The Edge Spectrum, Inc.	K31MU-D – 183206	0000051796
HC2 LPTV Holdings, Inc.	K31GL-D – 52923	0000051676
New York Spectrum Holding Company LLC	KVFW-LD - 53433	0000053902

2. The above-listed applications have been found by the FCC to be mutually exclusive and were listed in MX Group 60 in FCC Public Notice DA 18-1108, released October 30, 2018. In the same Public Notice, the FCC offered an opportunity for mutually exclusive applicants to enter into agreements to resolve mutual exclusivities. Absent such agreements, the FCC will subject mutually exclusive applications to competitive bidding to determine which application or applications will be granted and which will be dismissed.

3. The Applicants intend, by this Agreement, to resolve all mutual exclusivities between and among their applications, such that the FCC may grant each of their applications without competitive bidding. To that end, each Applicant hereby agrees to accept interference to the facilities proposed in its own application caused by the proposals in the applications of any of the other Applicants.

4. The consents of each Applicant to accept incoming interference are unconditional, permanent, and irrevocable. Each Applicant agrees that it will not seek to amend or to withdraw its acceptance of interference as stated herein. The acceptances of interference are not contingent upon a grant of the consenting Applicant’s application or any of the other mutually exclusive applications. The consents are limited, however, to the amount of interference that each Applicant’s facilities will receive from each other Applicant’s facilities based on the proposals in each of the applications as they stand as of the date of this Agreement.

5. Each Applicant consents to the submission of this Agreement to the FCC by each other Applicant in support of a grant of the submitting Applicant’s Displacement Application.

6. Nothing in this Agreement will be construed to require any Applicant to dismiss or to withdraw its Displacement Application, nor will anything in this Agreement be construed to prohibit or to restrict any Applicant from dismissing or withdrawing its Displacement Application at its own sole discretion. In addition, nothing in this Agreement will prohibit any Applicant from amending its Displacement Application to propose a common transmitter site with any other Applicant, provided that the facilities at that site are shared so that incoming interference to other Applicants is not increased.

7. Nothing in this Agreement will prohibit any Applicant from filing a petition or objection with the FCC against the application of any other Applicant on grounds that do not include objecting to the incoming interference that any of the Applicants have accepted in this Agreement. The Parties agree that, should the FCC dismiss or deny a Displacement Application by a final order that is beyond administrative or judicial reconsideration or review, this Agreement shall remain in full force and effect with respect to all of the remaining Displacement Applications.

8. The Parties agree that implementation of this Agreement will serve the public interest by permitting the maximum number of applications to be granted and the maximum number of applicants to provide programming to the public. They intend to work together to develop facilities and operating procedures that will minimize interference to reception of their signals by the public.

9. Each Applicant, by executing this Agreement, certifies to the other Applicants and to the FCC that (a) its application was not filed for the purpose of reaching or carrying out this Agreement; (b) neither the Applicant nor any of its principals has paid or promised to pay any monetary or non-monetary consideration, other than agreeing to execute this Agreement, to any other Applicant or to the principals of any other Applicant in return for entering into this Agreement; and (c) neither the executing Applicant nor its principals been paid or promised any consideration by any other Applicant or any of its principals.

10. The Applicants agree that the opportunity to have all of their applications granted is unique to each of them. Accordingly, the Applicants agree that any Applicant may, if aggrieved by a breach of this Agreement, seek enforcement by means of an order of specific performance in lieu of monetary damages. No Applicant will be entitled to make any claim against any other Applicant for more than actual out-of-pocket damages, and no claim may be made for lost profits, lost investment opportunities, or consequential or punitive damages.

11. Each Applicant hereby represents and warrants to the other Applicants (a) that it is not subject to any law, regulation, judicial order or decree, or contract that forbids or restricts its ability to enter into and to perform all of its obligations under this Agreement; (b) that this Agreement is legally binding on it and has been executed by a duly authorized officer or individual with authority to bind it to this Agreement; and (c) that it knows of no reason why it cannot fully perform all of its obligations under this Agreement.

12. This Agreement is solely for the benefit of the Parties hereto and will be binding on the Parties and their respective heirs, successors, and permitted assigns. No Party may assign any of its rights or obligations under this Agreement to any person or entity not a party to this Agreement, without the express written approval of each of the other Parties; *provided, however*, that without the consent of any other Party, any Applicant both may and must assign its rights and obligations hereunder to any successor holder of the FCC authorizations for its station and its application listed in Paragraph 1 above. The Parties acknowledge that any successor in interest to their respective applications that are the subject of this Agreement will automatically be bound by this Agreement.

No person or entity not a party to this Agreement may claim any benefit arising from this Agreement.

13. This Agreement may be executed in one or more counterparts, 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. The Parties agree to be bound by the exchange of facsimile or e-mailed Portable Document Format signatures.

14. 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.

15. Any notices hereunder will be deemed effective if given by email, effective on the date of delivery, evidenced by a delivery receipt provided by the recipient's email provider, addressed as follows:

If to Ventana Television, Inc.: eric.yonkin@hsn.net

If to The Edge Spectrum, Inc.: cweiss@arkmediacom.tv

If to HC2 LPTV Holdings, Inc.: rhanson@hc2broadcasting.com

If to New York Spectrum Holding Company LLC: ted.pierson@nybbsat.com

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first set forth above.

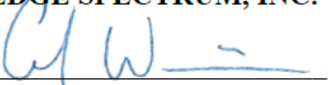
VENTANA TELEVISION, INC.

By: _____
Name, Title: Joseph Micucci
VP, Global Engineering

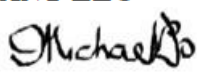
HC2 LPTV HOLDINGS, INC.

By: _____
Les Levi, Chief Operating Officer

THE EDGE SPECTRUM, INC.

By:  _____
Caleb Weiss, VP Network Operations

**NEW YORK SPECTRUM HOLDING
COMPANY LLC**

By:  _____
Michael Do, Chief Operating Officer

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