

## JOINDER AGREEMENT

October 1, 2019

Reference is made to that certain Second Amended and Restated Channel Sharing and Facilities Agreement, dated as of November 21, 2018 (the “**CSA**”, attached hereto as *Attachment 1*), by and between (i) NRJ TV San Fran OpCo, LLC and NRJ TV San Fran License Co, LLC (“**Sharer**”), the latter of which is the licensee of digital broadcast television station KCNS(TV), San Francisco, CA (FCC Facility ID No. 71586) (“**KCNS**”); (ii) HC2 Station Group, Inc. (“**KEMO Licensee**”), the licensee of digital broadcast television station KEMO-TV, Fremont, CA (FCC Facility ID No. 34440) (“**KEMO-TV**”); and (iii) NRJ TV SF OpCo, LLC and NRJ TV SF License Co., LLC (collectively, “**KTNC Licensee**”), the latter of which is the licensee of digital broadcast television station KTNC-TV, Concord, CA (FCC Facility ID No. 21533) (“**KTNC-TV**”). Capitalized terms used but not defined herein have the meanings ascribed to them in the CSA.

### RECITALS

**WHEREAS**, KCNS, KEMO-TV, and KTNC-TV currently are operating on a shared basis on the facilities owned by Sharer “**Shared Transmission Facilities**”) and on the channel allocated to KCNS (“**Shared Channel**”);

**WHEREAS**, the respective current Capacity Allocations of KCNS and KEMO-TV are reflected in *Schedule 2.1* to the CSA;

**WHEREAS**, Section 2.5(b) of the CSA provides Sharer with the right to add up to two (2) other television broadcast stations as channel sharees under the CSA within its Capacity Allocation on the Shared Channel (each a “**Further Sharing Partner**”) by providing notice to the other parties;

**WHEREAS**, Section 2.5(b)(ii) of the CSA provides KTNC Licensee with the fully revocable right to use a portion of Sharer’s Capacity Allocation as a Further Sharing Partner;

**WHEREAS**, Sharer and KTNC Licensee each desire to permit KTNC-TV to remain a party to the CSA as a Further Sharing Partner pursuant to Section 2.5(b)(i) and to remove KTNC Licensee as a Further Sharing Partner pursuant to Section 2.5(b)(ii) at Closing and for KTNC-TV to utilize a portion of Sharer’s Capacity Allocation on the Shared Channel;

**NOW THEREFORE**, by executing below, Sharer and KTNC Licensee hereby confirm and agree as follows:

1. The consummation of the transaction contemplated by this Joinder Agreement (the “**Closing**”) shall take place on a mutually agreeable date no later than ten (10) business days after the execution of this Joinder Agreement.

2. As consideration for the its right to use the Shared Channel in perpetuity subject to the terms of the CSA and this Joinder Agreement, NRJ TV SF OpCo, LLC shall pay to NRJ TV San Fran OpCo, LLC, at Closing, the amount set forth in *Attachment 2* (the **"Joinder Payment"**).

3. This Joinder Agreement shall govern KTNC Licensee's rights and obligations as a party to the CSA. Sharer will share a portion of KCNS's Capacity Allocation on the Shared Channel with KTNC-TV by adding KTNC-TV as a channel sharee on the Shared Channel, with a Capacity Allocation for KTNC-TV as set forth in *Attachment 3* (the **"KTNC-TV Capacity Allocation"**); provided that: (i) the KTNC-TV Capacity Allocation shall come solely from Sharer's Capacity Allocation under the CSA; and (ii) both KCNS(TV) and KTNC-TV will have sufficient capacity at all times to broadcast at least one standard definition program stream.

4. By executing this Joinder Agreement, and subject to KTNC Licensee obtaining the necessary authorizations from the Federal Communications Commission (**"FCC"**) for KTNC-TV as contemplated herein, if any, the parties hereto agree and confirm that (i) KTNC Licensee will continue as a party to the CSA as a Further Sharing Partner with respect to KTNC-TV, (ii) KTNC-TV will have the KTNC-TV Capacity Allocation, and (iii) with respect to KTNC-TV, KTNC Licensee will have all rights and obligations of a Further Sharing Partner under the CSA and will be liable for the payment of all fees and expenses as a Sharee under the CSA. KTNC Licensee hereby agrees and confirms that the representations and warranties required to be made by each party under Section 4.1 of the CSA are true and correct in all material respects with respect to KTNC-TV.

5. The parties will cooperate in a commercially reasonable manner to continue operations of the KTNC-TV on the Shared Transmission Facilities and on the Shared Channel without disruption.

6. KTNC Licensee agrees that use of the Shared Channel by KTNC-TV shall not (i) interfere with, degrade or otherwise adversely affect (A) the broadcast transmissions or operations of any other party to the CSA, or (B) the Transmission Facilities or the Shared Channel, (ii) require any party to make any capital expenditure or incur any operating cost not otherwise provided for under the CSA, or (iii) require the creation of any additional program stream prioritization rights under Section 2.1 of the CSA.

7. Neither party will be permitted to assign the Joinder Agreement without first obtaining the other's prior written consent, except in connection with an assignment or transfer of its station to an FCC-approved assignee or transferee, in which case, such party shall assign the Joinder Agreement to such assignee or transferee, subject to such assignee's or transferee's written commitment to assume and perform assignor's obligations thereunder.

8. This Joinder Agreement will be governed by and construed in accordance with the laws of the State of Delaware, and it may be signed in any number of counterparts, each of

which shall be deemed to be an original, and all of which together will constitute one and the same instrument.

*[signature page follows]*

*[Signature Page of Joinder Agreement]*

IN WITNESS WHEREOF, Sharer and KTNC have executed this Joinder Agreement as of the date first above written.

**NRJ TV SAN FRAN OPCO, LLC**

By: Ted B. Bartley

Name: Ted B. Bartley

Title: President

**NRJ TV SAN FRAN LICENSE CO, LLC**

By: Ted B. Bartley

Name: Ted B. Bartley

Title: President

**NRJ TV SF OPCO, LLC**

By: Ted B. Bartley

Name: Ted B. Bartley

Title: President

**NRJ TV SF LICENSE CO, LLC**

By: Ted B. Bartley

Name: Ted B. Bartley

Title: President