

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

December 30, 2022

INNOVATE CORP.

(Exact name of registrant as specified in its charter)

| | | |
|---|--|---|
| <u>Delaware</u> (State or other jurisdiction of incorporation) | <u>001-35210</u> (Commission File Number) | <u>54-1708481</u> (I.R.S. Employer Identification No.) |
| 295 Madison Avenue, 12th Floor New York, NY | | 10017 |
| (Address of principal executive offices) | | (Zip Code) |
| Registrant's telephone number, including area code: | | (212) 235-2690 |

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| Title of each class | Trading Symbol | Name of each exchange on which registered |
|---|----------------|---|
| Common Stock, par value \$0.001 per share | VATE | New York Stock Exchange |
| Preferred Stock Purchase Rights | N/A | New York Stock Exchange |

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

Letter Agreement

On December 30, 2022, INNOVATE Corp. (the “Company”) entered into a letter agreement (the “CGIC Letter Agreement”) with Continental General Insurance Company (“CGIC”) pursuant to which CGIC and its affiliates agreed to vote certain shares of the Company’s Series A-3 Convertible Participating Preferred Stock, par value \$0.001 per share, and the Company’s Series A-4 Convertible Participating Preferred Stock, par value \$0.001 per share, to the extent such shares result in CGIC beneficially owning more than 9.9% of the aggregate voting power of the Company, in the same manner as the majority of the holders holding less than 10% of the Company’s common stock, par value \$0.001 per share, vote their shares with respect to any matter pursuant to which such shares are entitled to vote. The foregoing description of terms of the CGIC Letter Agreement is a summary of certain of its terms only and is qualified in its entirety by the full text of the CGIC Letter Agreement, filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure

As previously disclosed, on October 27, 2022, INNOVATE Corp. received a written notice from the New York Stock Exchange (the “NYSE”) that it was not in compliance with the continued listing standard set forth in Section 802.01C of the NYSE’s Listed Company Manual (“Section 802.01C”), as the average closing price of the Company’s common stock (the “Common Stock”) was less than \$1.00 per share over a consecutive 30 trading-day period. On January 3, 2022, the Company received a written notice from the NYSE that for the 30 trading days ending December 30, 2022, the average closing price of the Common Stock was above the \$1.00 minimum requirement, and the Company is in compliance with Section 802.01C.

The information in Item 7.01 of this Current Report on Form 8-K is being furnished and shall not be deemed “filed” for purposes of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), nor shall it be deemed incorporated by reference into any of the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except to the extent expressly set forth by specific reference in such a filing.

Item 8.01. Other Events.

Seventh Omnibus Amendment and Warrant Amendments

On December 30, 2022, HC2 Broadcasting Holdings Inc. (“HC2 Broadcasting”) entered into a Seventh Omnibus Amendment to Secured Notes (the “Note Amendment”) with HC2 Station Group, Inc., HC2 Broadcasting Inc., HC2 Network Inc., HC2 Broadcasting License Inc., DTV America Corporation, HC2 Broadcasting Intermediate Holdings Inc., HC2 Broadcasting Holdings Inc., MSD PCOF Partners XVIII, LLC, MassMutual Ascend Life Insurance Company (“MassMutual”), and Great American Insurance Company (“GAIC”), which, among other things, extended \$52.2 million of its Senior Secured Notes, due December 30, 2022 to May 31, 2024. The \$52.2 million of Senior Secured notes consisted of \$19.3 million of 8.5% Senior Secured notes and \$32.9 million of 10.5% Senior Secured Notes.

The terms on the \$19.3 million 8.5% Senior Notes remained the same. At the time of the extension, HC2 Broadcasting had accrued interest and other fees \$6.9 million.

The interest rate on the \$32.9 million 10.5% Senior Notes were increased to 11.45% and accrued interest and fees of \$17.5 million were capitalized into the principal balance. All other terms were essentially the same.

Total outstanding principal after the refinancing was \$69.7 million and \$6.9 million of accrued interest and fees remain accrued.

The foregoing description of terms of the Note Amendment is a summary of certain of their respective terms only and is qualified in its entirety by the full text of the Note Amendment, filed as Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Concurrently therewith and as part of the consideration for extending the 10.5% Senior Notes, HC2 Broadcasting amended warrants to purchase 145,825 shares of common stock of HC2 Broadcasting Holdings common stock held by the lenders of the 10.5% Senior Notes by extending the time to exercise such to the second half of 2026 and reducing the exercise price per share (i) from \$140 to \$.01 in the case of the certain of the warrants and (ii) from \$130 to \$.01 in the case of the remaining warrants.

Mutual Release and Termination Agreement with Azteca International Corporation and TV Azteca S.A.B. de C.V.

On December 31, 2022, HC2 Network, Inc. entered into that certain Mutual Release and Termination Agreement (the “MTA”) with Azteca International Corporation and TV Azteca, S.A.B. de C.V. (collectively, “TVA”), pursuant to which the parties agreed to terminate that certain Program Licensing Agreement entered into as of November 29, 2017 (the “PLA”), and the Binding Term Sheet: La Academia (the “Term Sheet”), dated as of November 10, 2019, and exchange mutual releases of any and all claims based on, arising out of or related to the PLA and certain other agreements to which HC2 Networks and TVA were previously parties.

The foregoing description of terms of the MTA is a summary of certain of its terms only and is qualified in its entirety by the full text of the MTA, filed as Exhibit 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|-------------|--|
| 10.1 | Letter Agreement with Continental General Insurance Company |
| 10.2 | Seventh Omnibus Amendment to Secured Notes |
| 10.3 | Mutual Release and Termination Agreement with Azteca International Corporation and TV Azteca, S.A.B. de C.V. |
| 104 | Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document). |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 5, 2023

INNOVATE Corp. (Registrant)

By: /s/ Michael J. Sena

Name: Michael J. Sena

Title: Chief Financial Officer



December 30, 2022

Innovate Corp.
295 Madison Avenue, 12th Floor
New York, New York 10017

RE: Agreement to Vote Excess Shares
Ladies and Gentlemen:

As of the date hereof, Continental General Insurance Company, a Texas domiciled life and health insurance company ("CGIC"), together with certain of its affiliates (collectively, the "CGIC Group"), beneficially owns an aggregate of 8,769,416 shares of common stock, par value \$0.001 per share ("Common Stock"), of Innovate Corp., a Delaware corporation (the "Company"). As of the date hereof, CGIC directly beneficially owns 3,639,896 shares of Common Stock, comprised of (i) 1,764,357 shares of Common Stock currently issuable upon conversion of 6,125 shares of Series A-3 Convertible Participating Preferred Stock, par value \$0.001 per share ("Series A-3 Preferred Stock") of the Company and (ii) 1,875,539 shares of Common Stock currently issuable upon conversion of 10,000 shares of Series A-4 Convertible Participating Preferred Stock, par value \$0.001 per share ("Series A-4 Preferred Stock" and, together with the Series A-3 Preferred Stock, the "Preferred Stock") of the Company. CGIC and the Company desire to provide for the voting of that number of shares of the Preferred Stock, to the extent entitled to be voted at each meeting of the stockholders of the Company or participate in each action by written consent of the stockholders of the Company, that result in the CGIC Group beneficially owning shares of Common Stock in excess of 9.9% of the aggregate voting power of the outstanding shares of the Company with respect to such meeting or action by written consent (collectively, the "Excess Shares"), and agree that such Excess Shares shall be voted as provided herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. From the date hereof until such date as CGIC ceases to beneficially own any Excess Shares, CGIC agrees with the Company to vote or cause to be voted the Excess Shares, with respect to each proposal to be voted or otherwise acted upon at each meeting of stockholders of the Company or in each action by written consent, in the same manner as the Minority Holders (as defined below) vote, or take action with respect to, their shares of Common Stock with respect to such proposal (for the avoidance of doubt, if the voting item is approved by the Minority Holders all Excess Shares will be voted in favor of such item, and if the voting item is not approved by the Minority Holders, all Excess Shares will be voted against such item). For purposes of this letter agreement, "Minority Holders" means collectively, all holders of Common Stock that beneficially own less than 10% of the outstanding shares of Common Stock and who vote, or take action with respect to, their shares of Common Stock at such meeting of stockholders of the Company or in such action by written consent.



2. The Company shall provide or cause to be provided to CGIC the results of its voting ("Voting Results") when requested by CGIC to enable the Excess Shares to be voted in the manner set forth herein on a timely basis in advance of each meeting of stockholders of the Company or action by written consent, to the extent such information is in the Company's or its advisors' possession. CGIC acknowledges and agrees it is aware (and that other members of the CGIC Group are aware or, upon receipt of any Voting Results, will be advised by you) that (i) the Voting Results contain material, non-public information regarding the Company and (ii) the United States securities laws prohibit any persons who have material, nonpublic information, including the Voting Results, from purchasing or selling securities of a company until such time as the Voting Results are made public or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

3. This letter agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements (including, without limitation, the Agreements), commitments, understandings and negotiations with respect thereto.

4. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. This letter agreement may not be amended, and no provision herein may be waived, except by an instrument in writing signed by the parties hereto.

6. This letter agreement may be executed in one or more counterparts (including by facsimile or .pdf), each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, e-mail or otherwise) to the other parties hereto.

[Signature page follows]



Very truly yours,
CONTINENTAL GENERAL INSURANCE COMPANY

By: /s/ Michael Gorzynski

Name: Michael Gorzynski

Title: Executive Chairman

Agreed and accepted as of the date
first written above:

INNOVATE CORP.

By: /s/ Wayne Barr, Jr.

Name: Wayne Barr, Jr.

Title: President and CEO

SEVENTH OMNIBUS AMENDMENT TO SECURED NOTES

This **SEVENTH OMNIBUS AMENDMENT TO SECURED NOTES** (this "Amendment"), is entered into as of December 30, 2022, by and among **HC2 STATION GROUP, INC., HC2 BROADCASTING INC., HC2 NETWORK INC., HC2 BROADCASTING LICENSE INC., DTV AMERICA CORPORATION** (collectively, the "Subsidiary Borrowers"), **HC2 BROADCASTING INTERMEDIATE HOLDINGS INC.** (the "Intermediate Parent"), **HC2 BROADCASTING HOLDINGS INC.** (the "Parent Borrower" and, together with the Intermediate Parent and the Subsidiary Borrowers, the "Borrowers" and each, a "Borrower"), **MSD PCOF PARTNERS XVIII, LLC** ("MSD"), **MASSMUTUAL ASCEND LIFE INSURANCE COMPANY** ("MassMutual"), and **GREAT AMERICAN INSURANCE COMPANY** ("GAIC", and, together with MassMutual, "Great American", and Great American, together with MSD, the "Lenders").

WITNESSETH:

WHEREAS, the Borrowers have requested and MSD and Great American have agreed to extend the Maturity Date of each of the MSD Secured Note and the GA Secured Note, on the terms and subject to the conditions specified herein;

WHEREAS, pursuant to that certain Secured Note dated as of October 24, 2019 (as amended by the Consent and First Amendment to Secured Note dated December 19, 2019 and the First Omnibus Amendment to Secured Notes and Intercreditor Agreement dated February 21, 2020, the Consent dated August 17, 2020, the Second Omnibus Amendment to Secured Notes, dated August 31, 2020, the Third Omnibus Amendment to Secured Notes and Second Amendment to Intercreditor Agreement dated September 25, 2020, the Fourth Omnibus Amendment to Secured Notes and Third Amendment to Intercreditor Agreement, dated November 25, 2020, the Consent to Note Assignments and DTV Note Extensions Under Secured Notes and Intercreditor Agreement dated August 30, 2021, Fifth Omnibus Amendment to Secured Notes, Consent and Second Amendment to Asset Sale Under Secured Notes and Intercreditor Agreement, dated as of October 21, 2021, Sixth Omnibus Amendment to Secured Notes, dated as of November 28, 2022, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "MSD Secured Note"), by and among the Borrowers and MSD, MSD made a Loan to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Amended and Restated Secured Note dated as of October 24, 2019 (as amended by the First Omnibus Amendment to Secured Notes and Intercreditor Agreement, the Consent dated August 17, 2020, the Second Omnibus Amendment to Secured Notes, dated August 31, 2020, the Third Omnibus Amendment to Secured Notes and Second Amendment to Intercreditor Agreement dated September 25, 2020, the Fourth Omnibus Amendment to Secured Notes and Third Amendment to Intercreditor Agreement, dated November 25, 2020, the Consent to Note Assignments and DTV Note Extensions Under Secured Notes and Intercreditor Agreement dated August 30, 2021, the Fifth Omnibus Amendment to Secured Notes, Consent and Second Amendment to Asset Sale Under Secured Notes and Intercreditor Agreement, dated as of October 21, 2021, Sixth Omnibus Amendment to Secured Notes, dated as of November 28, 2022, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "GA Secured Note"),

by and among the Borrowers and Great American, Great American made a Loan to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Borrowers have requested that the Lenders amend certain provisions of the MSD Secured Note and the GA Secured Note,

WHEREAS, the Borrowers desire to amend the Preferred Equity Agreement to provide that the Mandatory Redemption Date (as defined in the Preferred Equity Agreement) be revised to December 31, 2024 from October 24, 2023 (the "Preferred Equity Agreement Amendment");

WHEREAS, the Borrowers have requested that the Lenders consent to the Preferred Equity Agreement Amendment pursuant to the Section 7.2(k) of the MSD Secured Note and the GA Secured Note;

WHEREAS, the Lenders are willing to agree to the foregoing, on the terms and subject to the conditions specified herein; and

WHEREAS, initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the MSD Secured Note and the GA Secured Note, as applicable.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follows.

1. Amendments to MSD Secured Note. Subject to the satisfaction of the conditions precedent to the Amendment Effective Date set forth in Section 3 below, the MSD Secured Note is amended as follows:

(a) Section 1 is hereby amended by adding the below definition in the appropriate alphabetical order:

"Seventh Omnibus Amendment Effective Date" means December 30, 2022.

(b) The definition of "Maturity Date" in Section 1 is hereby amended and restated in its entirety as follows:

"Maturity Date" means the earlier of (a) May 31, 2024 and (b) the date on which all amounts under this Note shall become due and payable.

(c) Section 3.6 is hereby amended and restated in its entirety as follows:

Exit Fee. As consideration for the agreements of the Lender under the Secured Note, the Borrowers agree to pay to the Lender an exit fee (the "**Exit Fee**") in an amount equal to 14.72% of the aggregate principal amount of this Note on the Seventh Omnibus Amendment Effective Date, including accrued and capitalized interest earned through the Exit Fee Payment Date (as defined below), which Exit Fee shall be earned in full on the Seventh Omnibus Amendment Effective Date and due and payable on the

earliest to occur (such earliest date, the “**Exit Fee Payment Date**”) of (a) the Maturity Date and (b) each date on which any of the Obligations are repaid, prepaid or required to be repaid or prepaid in full in cash (whether by scheduled maturity, voluntary prepayment, required prepayment, acceleration, demand, or otherwise).

(d) Schedule 7.3(i) (Capitalization, Preemptive Rights, Stock Options and Warrants) is hereby deleted in its entirety and substituted in its stead is the updated Schedule 7.3(i) as attached hereto as Annex A.

2. Amendments to GA Secured Note. Subject to the satisfaction of the conditions precedent to the Amendment Effective Date set forth in Section 3 below, the GA Secured Note is hereby amended as follows:

(a) The GA Secured Note is hereby amended by deleting each reference to “GALIC” therein and replacing “MassMutual” in its stead.

(b) The first paragraph is hereby amended by deleting amending and restating the percentage in the definition of “Interest Rate” by replacing it with “11.45%”. Interest shall accrue at the Interest Rate (as amended hereby) from December 1, 2022 on the Capitalized Principal Amount.

(c) Section 1 is hereby amended by adding the below definition in the appropriate alphabetical order:

“**Seventh Omnibus Amendment Effective Date**” means December 30, 2022.

(d) The definition of “Maturity Date” in Section 1 is hereby amended and restated in its entirety as follows:

“**Maturity Date**” means the earlier of (a) May 31, 2024 and (b) the date on which all amounts under this Note shall become due and payable.

(e) Section 3.6 is hereby amended and restated in its entirety as follows:

Exit Fee.

(a) As consideration for the agreements of MassMutual under the Secured Note, the Borrowers agree to pay to MassMutual an exit fee (the “**MassMutual Exit Fee**”) in an amount equal to 7.2% of the Capitalized Principal Amount of this Note on the Seventh Omnibus Amendment Effective Date owed to MassMutual plus all accrued and capitalized interest earned through the MassMutual Exit Fee Payment Date (as defined below), which MassMutual Exit Fee shall be earned in full on the Seventh Omnibus Amendment Effective Date and due and payable on the earliest to occur (such earliest date, the “**MassMutual Exit Fee Payment Date**”) of (i) the Maturity Date and (ii) each date on which any of the Obligations are repaid, prepaid or required to be repaid or prepaid in full in cash (whether by scheduled maturity,

voluntary prepayment, required prepayment, acceleration, demand, or otherwise).

(b) As consideration for the agreements of GAIC under the Secured Note, the Borrowers agree to pay to GAIC an exit fee (the “**GAIC Exit Fee**”) in an amount equal to 7.2% of the Capitalized Principal Amount of this Note on the Seventh Omnibus Amendment Effective Date owed to GAIC plus all accrued and capitalized interest earned through the GAIC Exit Fee Payment Date (as defined below), which GAIC Exit Fee shall be earned in full on the Seventh Omnibus Amendment Effective Date and due and payable on the earliest to occur (such earliest date, the “**GAIC Exit Fee Payment Date**”) of (i) the Maturity Date and (ii) each date on which any of the Obligations are repaid, prepaid or required to be repaid or prepaid in full in cash (whether by scheduled maturity, voluntary prepayment, required prepayment, acceleration, demand, or otherwise).

(f) Schedule 7.3(i) (Capitalization, Preemptive Rights, Stock Options and Warrants) is hereby deleted in its entirety and substituted in its stead is the updated Schedule 7.3(i) as attached hereto as Annex A.

(g) “Capitalized Principal Amount” shall mean, with respect to the GA Note, the sum of the outstanding principal amount, plus all accrued and unpaid interest (including all PIK interest) and the accrued GAIC Exit Fee or the MassMutual Exit Fee (as applicable), in each case, as of November 30, 2022. The Capitalized Principal Amount, in the case of GAIC, shall mean \$19,710,032 and, in the case of Mass Mutual, shall mean \$30,680,435.

3. Consent to Preferred Equity Agreement Amendment. Lenders hereby consent to the Preferred Equity Agreement Amendment pursuant to Section 7.3(k) and any other relevant section of the MSD Note and the GA Note.

4. Conditions to Effectiveness. This Amendment shall be effective when all of the following conditions have been satisfied (such date, the “Amendment Effective Date”):

(a) Execution and Delivery. MSD and Great American shall have received in form and substance satisfactory to them and their legal counsel, counterparts of this Amendment duly executed and delivered by each of the parties hereto and, each of MassMutual and GAIC shall have received, in form and substance satisfactory to them and their legal counsel, counterparts to the amendments to each warrant held by MassMutual and GAIC.

(b) Dissolution of HC2 LPTV Holdings, Inc. The Borrowers shall have provided to MSD and Great American a certificate of dissolution for HC2 LPTV Holdings, Inc. certified by the Delaware Secretary of State.

(c) Fees, Costs and Expenses. The Borrowers shall have paid all fees, costs and expenses due and payable as of the date hereof under the MSD Secured Note and the GA Secured Note, including without limitation all attorney's fees and expenses incurred by the Lenders;

(d) Representations and Warranties. The representations and warranties set forth in Section 4 hereof shall be true and correct as of the date hereof and as of the Amendment Effective Date;

5. Representations and Warranties of the Borrowers. Each Borrower hereby represents and warrants to the Lenders as follows:

(a) the execution and delivery of this Amendment, and the performance of the MSD Secured Note and the GA Secured Note (i) have been duly authorized by all proper and necessary action of the board of directors of such Borrower; and (ii) do not and will not conflict with (x) any material provision of Law or regulatory requirements to which such Borrower is subject, or (y) any charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of such Borrower;

(b) there is no material outstanding decree, decision, judgment or order that has been issued by any court, Governmental Authority, agency or arbitration authority against such Borrower or its FCC Licenses;

(c) (x) no Borrower is in default under or with respect to any Contractual Obligation of such Borrower that could, either individually or in the aggregate reasonably be expected to result in a Material Adverse Change; or (y) no consent or approval of any public authority or any other third party is required as a condition to the validity of this Amendment;

(d) each of this Amendment and each Note Document (as defined in each of the MSD Secured Note and the GA Secured Note) is the valid and legally binding obligation of such Borrower, enforceable against such Borrower in accordance with its respective terms;

(e) the representations and warranties contained in Section 7.3 of the MSD Secured Note and in Section 7.3 of the GA Secured Note are true, correct and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of this Amendment (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and

(f) no Default or Event of Default has occurred and is continuing.

6. Further Assurances. At any time upon the reasonable request of any Lender, each Borrower shall promptly execute and deliver to the Lenders any additional documents as such Lender shall reasonably request pursuant to the Note Documents (as defined in the MSD Secured Note and the GA Secured Note), in each case in form and substance reasonably satisfactory to the Lenders.

7. Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL SET FORTH IN SECTION 11 OF THE MSD SECURED NOTE AND SECTION 11 OF THE GA SECURED NOTE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. Binding Effect. This Amendment shall be binding upon the Borrowers and shall inure to the benefit of the Lenders, together with their respective successors and permitted assigns.

9. Effect on Note Documents. The terms and provisions set forth in this Amendment shall supersede all inconsistent terms and provisions of the MSD Secured Note and the GA Secured Note, and shall not be deemed to be a consent to or a modification or amendment of any other term or condition of the MSD Secured Note or the GA Secured Note. Except as expressly modified and superseded by this Amendment, the terms and provisions of the MSD Secured Note, the GA Secured Note, and each of the other Note Documents (as defined in the MSD Secured Note and the GA Secured Note) are ratified and confirmed and shall continue in full force and effect.

10. Release.

(a) In consideration of the agreements of the Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each of the Lenders, its successors and assigns, and its direct and indirect owners, partners, members, managers, consultants, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives, and all persons acting by, through, under or in concert with any of them (the Lenders and all such other Persons being hereinafter referred to collectively as the “Releasees” and individually as a “Releasee”) of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, recoupment, rights of setoff, demands and liabilities whatsoever (individually, a “Claim” and collectively, “Claims”) of every name and nature, known or unknown, contingent or mature, suspected or unsuspected, both at law and in equity, which any Borrower or any of its respective successors, affiliates, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with this Amendment or any of the other Note Documents (as defined in the MSD Secured Note and the GA Secured Note) or transactions thereunder or related thereto.

(b) Each Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(c) Each Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) In entering into this Amendment, each Borrower has consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Releasees and hereby agrees and acknowledges that the validity and effectiveness of the release set forth above does not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The release set forth herein shall survive the termination of this Amendment and the Note Documents and the payment in full of the Obligations (Note Documents and Obligations, each as defined in the MSD Secured Note and the GA Secured Note).

(e) Each Borrower acknowledges and agrees that the release set forth above may not be changed, amended, waived, discharged or terminated orally.

11. Miscellaneous

(a) This Amendment is a “Note Document” under both the MSD Secured Note and the GA Secured Note. Any breach of any term, covenant, agreement, or representation or warranty shall be an immediate Event of Default under each of the MSD Secured Note and the GA Secured Note and any failure to satisfy any conditions under this Amendment shall be deemed an automatic and immediate withdrawal of the agreements of the Lenders hereunder. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic image scan transmission (e.g., “PDF” or “tif” via email) shall be equally effective as delivery of a manually executed counterpart of this Amendment.

(b) If any term or provision of this Amendment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Amendment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(c) The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand or limit any of the terms or provisions hereof.

(d) This Amendment shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Borrowers and the Lenders have caused this Amendment to be duly executed by its authorized officer as of the day and year first above written.

HC2 BROADCASTING HOLDINGS INC.,
as the Parent Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: President & Chief Executive Officer

HC2 BROADCASTING INTERMEDIATE
HOLDINGS INC.,
as the Intermediate Parent

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

HC2 STATION GROUP, INC.
as a Subsidiary Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

HC2 BROADCASTING INC.
as a Subsidiary Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

HC2 NETWORK INC.
as a Subsidiary Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

HC2 BROADCASTING LICENSE INC.
as a Subsidiary Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

DTV AMERICA CORPORATION
as a Subsidiary Borrower

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

MSD PCOF PARTNERS XVIII, LLC

By: /s/ Marcello Liguori

Name: Marcello Liguori

Title: Vice President

**MASSMUTUAL ASCEND LIFE INSURANCE
COMPANY**

BY: BARINGS LLC AS INVESTMENT
ADVISER

By: /s/ Mark Hindson

Name: Mark Hudson

Title: Managing Director

**GREAT AMERICAN INSURANCE
COMPANY**

By: _____

Name:

Title:

MASSMUTUAL ASCEND LIFE INSURANCE COMPANY
BY: BARINGS LLC AS INVESTMENT ADVISER

By:

Name: Mark Hudson
Title: Managing Director

**GREAT AMERICAN INSURANCE
COMPANY**

By:

/s/ Stephen C. Beraha
Name: Stephen C. Beraha
Title: Assistant Vice President

Annex A

Updated Schedule 7.3(i)

**CAPITALIZATION,
PREEMPTIVE RIGHTS,
STOCK OPTIONS AND WARRANTS**

SCHEDULE 7.3(I)
CAPITALIZATION,
PREEMPTIVE RIGHTS
STOCK OPTIONS AND WARRANTS

A. CAPITALIZATION

HC2 Broadcasting Holdings Inc.

Common Stock

Total Authorized: 2,000,000 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|--|------------------|-------------|
| INNOVATE 2 Corp. | 1,000,000 | 98.0% |
| MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company) | 12,245 | 1.2% |
| Great American Insurance Company | 8,163 | 0.8% |
| Total Issued: | 1,020,408 | 100% |

Preferred Stock

Total Authorized: 50,000 shares of Preferred Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|----------------------|------------------|-------------|
| INNOVATE 2 Corp. | 30,444.84 | 100% |
| Total Issued: | 30,444.84 | 100% |

HC2 Broadcasting Intermediate Holdings Inc.

Common Stock

Total Authorized: 100 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|--------------------------------|-------------|-------------|
| HC2 Broadcasting Holdings Inc. | 100 | 100% |
| Total Issued: | 100 | 100% |

HC2 Broadcasting Inc.

Common Stock

Total Authorized: 100 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|---|-------------|-------------|
| HC2 Broadcasting Intermediate Holdings Inc. | 100 | 100% |
| Total Issued: | 100 | 100% |

HC2 Network Inc.

Common Stock

Total Authorized: 100 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|---|-------------|-------------|
| HC2 Broadcasting Intermediate Holdings Inc. | 100 | 100% |
| Total Issued: | 100 | 100% |

HC2 Station Group, Inc.

Common Stock

Total Authorized: 100 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|---|-------------|-------------|
| HC2 Broadcasting Intermediate Holdings Inc. | 100 | 100% |
| Total Issued: | 100 | 100% |

DTV America Corporation

Common Stock

Total Authorized: 60,000,000 shares of Common Stock, \$0.01 par value per share.

(See attached capitalization)

HC2 Broadcasting License Inc.

Common Stock

Total Authorized: 100 shares of Common Stock, \$0.001 par value per share.

| Shareholder | # of Shares | % of Shares |
|-----------------------|-------------|-------------|
| HC2 Broadcasting Inc. | 100 | 100% |
| Total Issued: | 100 | 100% |

B. PREEMPTIVE RIGHTS

1. Continental Letter Agreement.
2. Securities Purchase Agreement, dated as of July 15, 2015, between DTV America Corporation and each purchaser identified on the signature pages thereto.

C. STOCK OPTIONS AND WARRANTS

HC2 Broadcasting Holdings Inc.

Warrants:

| Issue Date | Warrant Holder | Number | Exercise Price |
|------------|--|--------|----------------|
| 08/07/2018 | MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company) | 12,495 | \$0.01 |
| 08/07/2018 | Great American Insurance Company | 8,330 | \$0.01 |
| 10/24/2019 | Great American Insurance Company | 20,000 | \$0.01 |
| 10/24/2019 | MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company) | 30,000 | \$0.01 |
| 08/31/2020 | Great American Insurance Company | 30,000 | \$0.01 |
| 08/31/2020 | MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company) | 45,000 | \$0.01 |

DTV America Corporation

Warrants:

| Issue Date | Warrant Holder | Number | Exercise Price |
|------------|------------------------------|-----------|----------------|
| 02/29/2016 | Batuta Capital Advisors, LLC | 1,138,502 | \$1.34 |
| 02/29/2016 | Richard Sosa | 166,078 | \$1.34 |

Stock Options:

See attached.

D. CONVERTIBLE NOTE

1. \$300,000 Convertible Promissory Note dated May 1, 2014 from the Company to Joseph G. Carpino, as amended and as assigned pursuant to that certain Note Purchase Agreement, dated as of October 26, 2021, by and between Joseph G. Carpino and HC2 Broadcasting Holdings Inc.
2. \$300,000 Convertible Promissory Note dated March 28, 2014 from the Company to Wayne H. Wellman, as amended and as assigned pursuant to that certain Note Purchase Agreement, dated as of October 25, 2021, by and between Wayne H. Wellman and HC2 Broadcasting Holdings Inc.
3. \$100,000 Convertible Promissory Note dated March 25, 2014 from the Company to Bruce A. Leshinski, as amended and as assigned pursuant to that certain Note Purchase Agreement, dated as of October 25, 2021, by and between Bruce A. Leshinski and HC2 Broadcasting Holdings Inc.

E. VOTING AGREEMENT AND PROXIES

1. Shareholders' Agreement, dated as of August 7, 2018, by and among HC2 Broadcasting Holdings Inc., HC2 Holdings 2, Inc., MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company), Great American Insurance Company and each other Shareholder party thereto.
2. Voting Agreement, dated as of June 27, 2017, by and between DTV Holdings Inc. and MassMutual Ascend Life Insurance Company (f/k/a Great American Life Insurance Company) and Great American Insurance Company.
3. Proxies pursuant to the Investor Rights Agreement.

F. INVESTOR RIGHTS AGREEMENT

1. Investor Rights Agreement, dated as of June 27, 2017, by and among DTV America Corporation, DTV Holdings Inc. and the Stockholders party thereto.

(vi)

1. DTV America Corporation 2016 Incentive Plan.

(vii)

1. Schedule 7.3(h) is hereby incorporated herein by reference.

MUTUAL RELEASE AND TERMINATION AGREEMENT

This MUTUAL RELEASE AND TERMINATION AGREEMENT (this “Agreement”) is entered into as of the 31st day of December, 2022, by and among Azteca International Corporation, a Delaware corporation (“AIC”), HC2 Network Inc., a Delaware corporation, (“HC2 Network”) and TV Azteca, S.A.B. de C.V., a *Sociedad Anónima Bursátil de Capital Variable*, publicly traded variable capital corporation organized under the laws of Mexico (“TVA”).

RECITALS

WHEREAS, AIC, HC2 Network and TVA are party to that certain Program Licensing Agreement entered into as of November 29, 2017 (the “PLA”) and the Binding Term Sheet: La Academia (the “Term Sheet”) dated as of November 10, 2019;

WHEREAS, TVA and HC2 Network were party to that certain Broadcasting Services Agreement dated as of November 29, 2017 (as such agreement has been amended and supplemented prior to the date hereof, including pursuant to the First Amendment to Broadcasting Services Agreement made as of December 2021 and the Second Amendment to Broadcasting Services Agreement made as of March 31, 2022, the “BSA”) which was terminated according to its terms on March 31, 2022;

WHEREAS, AIC, HC2 Network and TVA desire to terminate the PLA, the Term Sheet and any and all other agreements or arrangements, including without limitation, arising out of the BSA following the termination of the BSA as of the Termination Effective Time, and resolve all disputes among them concerning the parties’ relationships and monies potentially due and owing; and

NOW, THEREFORE, in consideration of the above premises, the mutual covenants herein contained and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Termination. Each of AIC, HC2 Network and TVA agrees that:

(a) pursuant to Section 13.2(a) of the PLA, the PLA is hereby terminated as of the Termination Effective Time and, thereafter, except to the extent set forth in Section 5.5 of the PLA, the parties shall have no further obligations or rights under the PLA;

(b) the Term Sheet is hereby terminated as of the Termination Effective Time;

(c) any and all other agreements or arrangements, including without limitation, arising out of the BSA following the termination of the BSA are hereby terminated as of the Termination Effective Time; and

(d) the BSA terminated in accordance with its terms on March 31, 2022.

2. Termination of the PLA. Each of the parties hereto agrees that, for the avoidance of doubt, because the PLA is being terminated pursuant to Section 13.2(a) of the PLA, none of

the parties hereto or their respective Affiliates is required, as of and after the Termination Effective Time, to comply with any of the provisions of Article 15 of the PLA.

3. Waiver and Release.

(a) Release by AIC, TVA. Each of AIC and TVA effective as of the Termination Effective Time, for itself and on behalf of its respective Affiliates and each of their respective officers, directors, managers, members, partners, agents, successors and assigns (the "AIC/TVA Releasing Parties") hereby absolutely, unconditionally and irrevocably WAIVES, RELEASES and FOREVER DISCHARGES (i) HC2 Network, (ii) the Affiliates of HC2 Network, and (iii) the current and former officers, directors, members, managers, partners, equityholders, employees, successors and assigns and agents of the Persons identified in clauses (i) and (ii) (collectively, the "AIC/TVA Released Parties") from any and all Claims that any AIC/TVA Releasing Party ever had or may have against any AIC/TVA Released Party that may be based on, arising out of or related to the PLA, the BSA, the Term Sheet, any and all other agreements or arrangements, including without limitation, arising out of the BSA following the termination of the BSA, this Agreement or otherwise prior to the date hereof (the "AIC/TVA Released Claims"), and waives all rights that any AIC/TVA Releasing Party may now or in the future have with respect to any AIC/TVA Released Claims. The AIC/TVA Releasing Parties shall not, and no one on their behalf shall, assert or file any Claim against any AIC/TVA Released Party arising out of any matter released pursuant to this Section 3(a). In the event that any Claim is asserted or filed against any AIC/TVA Released Party in breach hereof, such AIC/TVA Released Party shall be entitled to recover its costs, fees or expenses, including reasonable attorney fees and costs at trial and on appeal, incurred in defending against such action from the AIC/TVA Releasing Parties. The AIC/TVA Releasing Parties acknowledge that they are fully informed and aware of their rights to receive independent legal advice regarding the advisability of the releases contemplated hereby and have received such independent legal advice as they deem necessary with regard to the advisability thereof. The AIC/TVA Releasing Parties further acknowledge that they have made an investigation of the facts pertaining to the releases contemplated hereby as they have deemed necessary, and, further, acknowledge that they have not relied upon any statement or representation of others.

(b) Release by HC2 Network. HC2 Network effective as of the Termination Effective Time, for itself and on behalf of its Affiliates and each of their respective officers, directors, managers, members, agents, partners, successors and assigns (the "HC2 Network Releasing Parties"), hereby absolutely, unconditionally and irrevocably WAIVES, RELEASES and FOREVER DISCHARGES (i) each of AIC and TVA, (ii) the Affiliates of AIC and TVA, and (iii) the current and former officers, directors, members, managers, partners, equityholders, employees, successors and assigns and agents of the Persons identified in clauses (i) and (ii) (collectively, the "HC2 Network Released Parties") from any and all Claims that any HC2 Network Releasing Party ever had or may have against any HC2 Network Released Party that may be based on, arising out of or related to the PLA, the BSA, the Term Sheet, any and all other agreements or arrangements, including without limitation, arising out of the BSA following the termination of the BSA, this Agreement or otherwise prior to the date hereof (the "HC2 Network Released Claims"), and waives all rights that any HC2 Network Releasing Party may now or in the future have with respect to any HC2 Network Released Claims. The HC2 Network Releasing Parties shall not, and no one on their behalf shall, assert or file any Claim against any HC2 Network Released Party arising out of any matter released pursuant to this Section 3(b). In the event that any Claim is asserted or filed against any HC2 Network Released Party in breach

hereof, such HC2 Network Released Party shall be entitled to recover its costs, fees or expenses, including reasonable attorney fees and costs at trial and on appeal, incurred in defending against such action from the HC2 Network Releasing Parties. The HC2 Network Releasing Parties acknowledge that they are fully informed and aware of their rights to receive independent legal advice regarding the advisability of the releases contemplated hereby and have received such independent legal advice as they deem necessary with regard to the advisability thereof. The HC2 Network Releasing Parties further acknowledge that they have made an investigation of the facts pertaining to the releases contemplated hereby as they have deemed necessary, and, further, acknowledge that they have not relied upon any statement or representation of others.

(c) Exceptions. Notwithstanding anything to the contrary provided in Section 3(a) or Section 3(b), the AIC/TVA Released Claims and the HC2 Network Released Claims shall not include, and nothing herein shall waive, release or discharge in any manner, or constitute a defense to any claim arising in connection with the enforcement of this Agreement by any party hereto.

(d) Waiver of Legal Rights. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS IT HAS UNDER ANY STATE OR FEDERAL STATUTE OR ANY COMMON LAW PRINCIPLE OF SIMILAR EFFECT, THAT PROVIDES THAT THE FOREGOING WAIVER, RELEASE AND DISCHARGE DOES NOT EXTEND TO CLAIMS THAT IT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE HEREOF, WHICH IF KNOWN BY IT WOULD HAVE MATERIALLY AFFECTED ITS SETTLEMENT OF THE AIC/TVA RELEASED CLAIMS AND THE HC2 NETWORK RELEASED CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT IT MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM, OR IN ADDITION TO, THOSE WHICH IT KNOWS OR BELIEVES TO BE TRUE WITH RESPECT TO THE AIC/TVA RELEASED CLAIMS AND THE HC2 NETWORK RELEASED CLAIMS, AND AGREES THAT THE RELEASES CONTEMPLATED BY THIS SECTION 3 SHALL BE AND REMAIN EFFECTIVE IN ALL RESPECTS NOTWITHSTANDING SUCH DIFFERENT OR ADDITIONAL FACTS OR THE DISCOVERY THEREOF. EACH WAIVER, RELEASE AND DISCHARGE OF ANY CLAIM UNDER THE RELEASES CONTEMPLATED BY THIS SECTION 3 BENEFITING ANY PERSON OR ENTITY SHALL APPLY TO SUCH CLAIM, WHETHER SUCH CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHERWISE LEGAL FAULT OF SUCH PERSON OR ENTITY.

(e) No Assignment of Released Claims. (a) HC2 Network represents and warrants to AIC and TVA that the release set forth in Section 3(b) is binding upon it, HC2 Network has not in any manner assigned, pledged or otherwise voluntarily or involuntarily disposed of or transferred to any Person any interest in any HC2 Network Released Claim, HC2 Network (or its Affiliates) are the sole and exclusive owners of all HC2 Network Released Claims and each HC2 Network Released Claim is hereby fully and finally discharged, settled and satisfied effective as of the Termination Effective Time; and (b) each of AIC and TVA represents and warrants to HC2 Network that the release set forth in Section 3(a) is binding upon AIC and TVA, neither AIC nor TVA has in any manner assigned, pledged, or otherwise voluntarily or involuntarily disposed of or transferred to any Person any interest in any AIC/TVA Released Claim, AIC, TVA (or an Affiliate thereof) are the sole and exclusive owners of all AIC/TVA Released Claims and each AIC/TVA Released Claim is hereby fully and finally discharged, settled and satisfied effective as of the Termination Effective Time.

(f) No Admission. This Agreement does not constitute evidence of unlawful conduct or wrongdoing by any of AIC, TVA, HC2 Network or any of their respective Affiliates.

4. Non-disparagement Covenant. Each of AIC, HC2 Network and TVA agrees and agrees to cause their respective Affiliates for a period of five years after the date hereof, to not publish or make any negative, disparaging, damaging, or critical statements, whether written or oral, which are likely to adversely affect or otherwise malign the business or reputation of, with respect to AIC, TVA and their respective Affiliates, HC2 Network, the Affiliates of HC2 Network or the respective officers, directors, managers, members, agents, partners, equityholders, employees and successors and assigns of HC2 Network and such Affiliates of HC2 Network and, with respect to HC2 Network and its Affiliates, AIC, TVA and their respective Affiliates or the respective officers, directors, managers, members, agents, partners, equityholders, employees and successors and assigns of AIC, TVA and such Affiliates of AIC and TVA, or do anything that may harm the reputation of any of them, provided, however, that the foregoing is neither intended to, nor shall limit the ability of any Person to testify truthfully in response to any valid subpoena issued by a court of competent jurisdiction or to engage in any other activity compelled or protected by law.

5. Jurisdiction; Waiver of Jury Trial.

(a) Jurisdiction. Each of the parties (i) agrees that any suit action or other proceeding against it arising out of or relating to this Agreement or of any transaction contemplated hereby that might be brought by its or any of its Affiliates, as the case shall be, may be instituted in any court of the State of New York or any United States court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any court thereof, (ii) waives to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit action or proceeding, any immunity from the jurisdiction of such courts over any suit, action or proceeding, its right to bring action in any other jurisdiction that may apply by virtue of its present or future domicile or for any other reason, any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum and any right to any other jurisdiction to which it may be entitled on account of place of residence or domicile, or for any other reason, (iii) irrevocably consents and submits to the exclusive jurisdiction of any court of the State of New York or any United States court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any court thereof, and (iv) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding and may be enforced in the courts of any jurisdiction of which it is subject by a suit upon judgment.

(b) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS OR ANY OTHER MATTER CONTEMPLATED BY THIS AGREEMENT.

(c) Specific Performance; Injunctive Relief. The parties hereto agree that irreparable damage may occur in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. It is accordingly agreed that the parties may be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, such relief being in addition to any other remedy to which they are entitled at law or in equity.

6. Definitions.

As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(a) “Affiliate” of a Person means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. For the purposes of this Agreement, “control”, when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(b) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York or Mexico City.

(c) “Claims” means any and all manner of liabilities, causes of action at law or in equity, claims, complaints, actions, proceedings, demands, suits, debts, losses, obligations, damages, indebtedness, amounts owed, dues, judgments, rights of contribution, costs, expenses, covenants, agreements, representations and other claims of any and every kind, arising under any theory of contract, tort, breach of duty, strict liability, negligence, law, equity or any other theory of liability or based on any foreign, federal, state, or local law, code, statute, rule or regulation, or the common or civil law of any jurisdiction (in each case, whether known, unknown, disclosed, undisclosed, matured, unmatured, accrued, unaccrued, asserted, unasserted, fixed, unfixed, perfected, unperfected, liquidated, unliquidated, absolute, contingent, direct, indirect, conditional, unconditional, secured, unsecured, vicarious, derivative, due, joint, several or secondary).

(d) “Person” shall mean any individual, partnership, limited partnership, joint venture, firm, corporation, association, limited liability company, trust or other entity, or any government or political subdivision or any agency, department or instrumentality thereof.

(e) “Termination Effective Time” means 11:59 p.m. eastern standard time on December 31, 2022.

7. Payment. In accordance with the express conditions set forth below, HC2 Network hereby agrees to pay TVA the sum of Two Million Four Hundred Ninety-Eight Thousand Five Hundred Sixty-Two United States Dollars (US\$2,498,562) in full and final settlement of all amounts claimed by TVA, AIC and its respective Affiliates from HC2 Network under the PLA, the Term Sheet, the BSA, any and all other agreements or arrangements, including without limitation, arising out of the BSA following the termination of the BSA, the Agreement or otherwise (including reimbursement of legal fees) on the third Business Day following the date of the earliest to occur of the following: (i) an order issued by the court in the matter entitled *Diamond Films Netherlands Cooperatief U.A. against TV Azteca S.A.B. DE C.V.*, Supreme Court of New York, County of New York, Index No. 655384/2020 (the “New York Lawsuit”) vacating the judgement entered on June 23, 2022 in favor of Diamond Films Netherlands Cooperatief U.A. against TVA, (ii) an order issued by the court in the New York Lawsuit authorizing the payment of the amount set forth in this Section 7, (iii) the expiration of the Restraining Notice dated July 26, 2022 served on HC2 Network in connection with the New York Lawsuit or (iv) reasonable opinion of counsel of HC2 Network.

8. Miscellaneous.

(a) Assignment; No Prior Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns. No party to this Agreement may assign or delegate, by operation of law or otherwise, all or any portion of its rights, obligations or liabilities under this Agreement without the prior written consent of the other parties. Any purported assignment without such prior written consents shall be void.

(b) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(c) No Waiver. Waiver of any term or condition of this Agreement by any party hereto shall only be effective if in writing and executed by a duly authorized officer or representative of the waiving party and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.

(d) Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings, both written and oral, relating to the subject matter hereof.

(e) Invalid Provisions. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Notwithstanding the foregoing, no release hereunder shall be effective in favor of any Person unless the release is and remains binding upon such Person. Upon such a determination, the parties shall negotiate in

good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

(f) Governing Law. This Agreement shall be governed by the laws of the State of New York without giving effect to any conflict or choice of law provision, except as Section 5-1401 of the New York General Obligations Law shall apply.

(g) Headings. The headings contained in this Agreement are intended solely for convenience and shall not affect the rights of the parties to this Agreement.

(h) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Facsimile signatures, electronic signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement.

(i) Confidentiality. Each Person party hereto, for themselves and the Persons on whose behalf such Person party hereto has bound them to this Agreement, covenant to keep this Agreement strictly confidential other than as necessary to enforce the terms hereof; and, except as required by law, rule or regulation, will not disclose the terms of this Agreement except to legal, tax and other advisors who have been advised of this confidentiality obligation.

(j) Notices. Unless this Agreement specifically requires otherwise, any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by facsimile or email (in the case of delivery by facsimile or email, solely if receipt is confirmed) or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the parties at the addresses specified below:

If to AIC:

3900 W Alameda Ave
Suite 1200
Burbank, CA 91505
Attn: General Counsel

With a copy to:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
United States of America
Attn: J. Allen Miller
Email: amiller@winston.com
Facsimile No.: (212) 294-4700

If to TVA:

Perferico Sur 4121
Colonia Fuentes del Pedregal
Ciudad de Mexico, Mexico 14141
Attn: General Counsel

With a copy to:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
United States of America
Attn: J. Allen Miller
Email: amiller@winston.com
Facsimile No.: (212) 294-4700

If to HC2 Network:

HC2 Network Inc.
295 Madison Avenue, 12th Floor
New York, NY 10017
United States of America
Attn: Wayne Barr
Email: wbarr@INNOVATEcorp.com

With copies to:

Akerman LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Attn: Palash Pandya
Email: palash.pandya@akerman.com

or to such other address or addresses as the parties may from time to time designate in writing.

Notice given by personal delivery, mail or overnight courier pursuant to this Section 7(j) shall be effective upon physical receipt. Notice given by facsimile or email pursuant to this Section 7(j) shall be effective as of the date of confirmed delivery if delivered before 5:00 p.m. Eastern Time on any Business Day or the next succeeding Business Day if confirmed delivery is after 5:00 p.m. Eastern Time on any Business Day or during any non-Business Day.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AZTECA INTERNATIONAL CORPORATION

By: /s/ Rafael Rodriguez S
Name: Rafael Rodriguez S
Title:

AmericasActive:17837840.4
67913862;4

HC2 NETWORK INC.

By: /s/ Wayne Barr, Jr.
Name: Wayne Barr, Jr.
Title: Chief Executive Officer

AmericasActive:17837840.4
67913862;4

TV AZTECA, S.A.B. de C.V.

By: /s/ Rafael Rodriguez S
Name: Rafael Rodriguez S
Title:

AmericasActive:17837840.4
67913862;4