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HELICOPTER SERVICE AGREEMENT

This Helicopter Service Agreement ("Agreement") is entered into as of the [REDACTED] day of April [REDACTED] by and between Helicopters Inc., a Missouri corporation ("Company"), located at [REDACTED] Omega Drive, Cahokia, Illinois [REDACTED] and Scripps Media, Inc., d/b/a KSHB TV ("KSHB"), a Delaware corporation with offices at [REDACTED] Oak Street Kansas City, Missouri [REDACTED] and Meredith corporation d/b/a KCTV ("KCTV"), located at [REDACTED] Shawnee Parkway Fairway, KS [REDACTED]. KSHB and KCTV are individually referred to herein as a "Pool Station" and collectively as the "Pool Stations." Company and Pool Station are sometimes referred to herein as the "Parties" and individually as a "Party." In consideration of the reciprocal covenants contained in this Agreement, the Parties agree as follows.

1. PRIMARY AIRCRAFT. On the terms and conditions hereinafter recited Company agrees to provide [REDACTED] Bell [REDACTED] helicopter (hereinafter the "Primary Aircraft") for the purpose of providing the Pool Stations with prompt, on-site, aerial photography and video news gathering by Pool Station's broadcast and cable news operations. Any subsequent reference herein to "Aircraft" shall include both the Primary Aircraft and any Substitute Aircraft (defined below).

2. TERM OF AGREEMENT.

(a) The services provided by Company pursuant to this Agreement shall commence on [REDACTED] (the "Commencement Date"), and shall continue until [REDACTED] unless terminated earlier in accordance with the provisions hereof (the "Initial Term"). Upon the end of the Initial Term, this Agreement may be extended upon mutual agreement of the parties in writing (an "Extension"). The Initial Term together with any mutually approved Extension(s) is referred to herein as the "Term". For purposes of this Agreement, the term "Contract Year" shall mean each consecutive period of [REDACTED] commencing on the Commencement Date, and ending on the day before each annual anniversary of such date.

(b) The foregoing provisions of Section 2(a) notwithstanding, Pool Stations shall have the right to shorten the Initial Term to [REDACTED] by delivering to Company a written notice electing to so shorten the Initial Term signed by Pool Stations at least [REDACTED] prior April 30, 2019.

3. PAYMENT OF SERVICE FEES & CONTRACT HOURS.

(a) During each Contract Year of the Initial Term, each Pool Station shall pay to Company [REDACTED] of the Annual Base Service Fees ("Base Service Fees"), without setoff or deduction, in the amounts recited on Exhibit A attached hereto.

(b) Annual Base Service Fees shall be payable in equal monthly installments as recited on Exhibit A, and each monthly installment of Base Service Fees shall be due on or before the [REDACTED] during a Contract Year, in advance, at Company's address recited above (unless such address is changed by notice as hereinafter provided).

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(c) During each Contract Year in exchange for timely payment of the Base Service Fees, Company shall provide Pool Stations on the terms and conditions recited herein with use of the Aircraft for up to [REDACTED] "Base Hours". Pool Stations shall not be entitled to any refund or credit of any amount paid to Company under this Agreement for unused Base Hours. For purposes of this Agreement the number of flight hours used by Pool Stations shall be measured by a Hobbs meter on the applicable Aircraft activated by transmission oil pressure, and those hours shall be calculated separate and apart from any maintenance hours logged by such Hobbs meter. In the event Pool Stations make use of the Aircraft for more than the Base Hours for any Contract Year ("Excess Flight Hours"), Pool Stations shall pay to Company for each flight hour of excess usage the Hourly Rate Excess Usage fee recited on Exhibit A (prorated for the period of any flight less than [REDACTED] based on the number of minutes during such period). Company shall deliver Company's invoice for such excess usage on a monthly basis to Pool Stations once the Base Hours for a Contract Year have been exceeded, and within [REDACTED] after receipt of any such invoice, Pool Stations shall each pay to Company [REDACTED] of the amount recited thereon.

(d) The foregoing provisions of this Section 3 notwithstanding, in the event Pool Stations for any Contract Year (the "Previous Contract Year") do not use the full amount of Base Hours available for such Previous Contract Year, then in addition to the Base Hours available for use by Pool Stations during the next Contract Year, Pool Stations shall also be permitted to make use of the Aircraft during such next Contract Year (the "Next Contract Year") for an additional number of flight hours ("Additional Hours") equal to the lesser of (i) the number of unused Base Hours from the Previous Contract Year or (ii) [REDACTED] of the number of Base Hours from the Previous Contract Year before incurring any charge for Excess Usage with respect to such Next Contract Year; provided, however, that any Additional Hours remaining at the end of such Next Contract Year shall not result in any credit or refund of any amount paid to Company by Pool Stations under this Agreement and shall not be taken into account in determining the Additional Hours for any subsequent Contract Year; and further provided, however, that in no event shall Pool Stations be entitled to any refund or credit of any amount paid to Company under this Agreement for unused Base Hours or any Additional Hours remaining at the end of the final Contract Year of this Agreement.

4. AVAILABILITY OF AIRCRAFT - SUBSTITUTE AIRCRAFT. The Company shall, subject to the terms and conditions recited herein, provide the Primary Aircraft for the purposes expressed in Section 1 above at such times as Pool Stations request during the Term of this Agreement. The Primary Aircraft will be based at Kansas City Downtown Airport, located in Kansas City, Missouri, or another location mutually agreed upon by the Parties. Whenever the Primary Aircraft is unavailable for use by Pool Stations or because of maintenance or repairs for a period of more than [REDACTED] Company agrees to furnish another helicopter for Station's business and related uses, subject to the terms and conditions of this Agreement, that is turbine powered and of a similar make and model as the Primary Aircraft. Such other helicopter is referred to herein as the "Substitute Aircraft." Whenever the Primary Aircraft is unavailable for use by Pool Stations because of maintenance or repairs that are not scheduled, Company agrees that it will use Company's best efforts to furnish a Substitute Aircraft as soon as possible, but in no event not more than [REDACTED] after the Primary Aircraft becomes unavailable

5. CONDITION OF AIRCRAFT. Company agrees that it shall maintain all Aircraft covered

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by this Agreement in good flight condition and keep same in accordance with FAA standards and in accordance with the manufacturer's guidelines. Company shall be liable for all maintenance and repair costs to keep the Aircraft in such condition. Company represents and warrants that during the Term of this Agreement, the rotors, power plant, blades, avionics, and other component parts critical to providing power to the rotors and stabilization of the aircraft with FAA certifiable replacement parts will be consistent with those used in the manufacture of the helicopter. Maintenance shall be coordinated through an approved FAA repair station. All engine overhauls shall be performed by an authorized distributor and trend analysis shall be performed on the helicopter engine at appropriate intervals during the Term of this Agreement.

6. EQUIPMENT FOR AIRCRAFT.

(a) Company shall equip all Aircraft with the usual and necessary communication and other equipment required for the normal and safe operation of the Aircraft.

(b) Subject to applicable laws and regulations, Pool Stations shall have the right to install on the Primary Aircraft the news gathering equipment owned by either or both Pool Stations and listed on **Appendix A** attached to this Agreement ("**Station's Equipment List**") and such other news gathering equipment owned by either of both Pool Stations as Company approves from time to time, which approval shall not be unreasonably withheld, conditioned or delayed (collectively, "**Station's Equipment**"). Each Pool Station shall have the right to remove Station's Equipment when necessary and shall remove Station's Equipment at the end of the Term. Pool Stations shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair and removal of Station's Equipment and shall be solely responsible for Station's Equipment installed on the Aircraft and insurance with respect thereto; provided, however, that Company shall reimburse Pool Stations for the costs and expenses incurred by Pool Stations to repair or replace Station's Equipment as a result of damage thereto or loss thereof resulting from the negligence or willful misconduct of Company or any Company employee.

(c) Company agrees to install on the Primary Aircraft all of the electronic news gathering equipment owned by Company listed in **Appendix B** attached to this Agreement ("**Company's Equipment List**"). Company shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair and removal of Company's Equipment. The foregoing notwithstanding, Pool Stations understand and agree that certain equipment listed in **Appendix B** (including the items highlighted in yellow on **Appendix B**) attached hereto has not been installed on the Primary Aircraft as of the date of this Agreement and shall be installed after the date of this Agreement by Company on a date or dates mutually agreeable to all Parties.

7. COST OF OPERATION.

(a) Subject to Section 7(b) below, Company shall be solely liable for all costs and expenses incurred in connection with the operation, maintenance and repair of the Aircraft, including but not limited to, hangar fees, maintenance, repairs, and pilot and photographers' pay. Company shall pay all federal and state employment taxes with respect to Company's employees, or any license fees due against or assessed with respect to any Aircraft covered by this Agreement and any federal or state income taxes assessed with respect to the Service Fees payable to Company hereunder. Company shall pay personal property tax as it applies to the Aircraft and news gathering equipment.

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(b) Pool Stations shall be responsible for all fuel costs associated with the operation of the Aircraft pursuant to this Agreement (including fuel taxes and flowage fees), excluding Company maintenance test flights and training, "ferry time" from any storage hangar to the location and any other similar flight time. The Company shall invoice Pool Stations at the end of each month for all billable fuel costs related to this Agreement, and Pool Stations agree to each pay to Company [REDACTED] of the amount recited on any such invoice for billable fuel costs within [REDACTED] of receipt of such invoice.

8. STATION'S LOGO

Pool Stations agree at the end of the Term to pay to Company upon demand therefor the reasonable cost and expense for returning the Primary Aircraft to "base white."

9. INSURANCE AND INDEMNIFICATIONS.

(a) Company during the Term shall maintain at its own cost hull insurance for the stated amount of any loss of or damage to or destruction of the Aircraft and the Company Equipment thereon. In addition, during the Term Company shall maintain at its own cost, aircraft liability insurance for bodily injury (including passengers) and property damage for claims arising out of the ownership, maintenance or use of the Aircraft, including the acts, omissions, errors and negligence of contractors or subcontractors working directly or indirectly on Company's behalf with respect to the Aircraft, in an amount of not less than [REDACTED] per occurrence with an insurance company rated at least (A-) VII or better by the then current edition of Best's Insurance Reports. Such insurance however, shall not serve to limit the liability or responsibility of Company. Pool Stations shall be named as additional insureds on the aircraft liability insurance. A certificate or certificates evidencing such insurance coverage specified in 9(a) and 9(c) shall be furnished by Company to each Pool Station. Company shall provide to Pool Stations, [REDACTED] advance written notice in the event of cancellation of any of such insurance policies. Said policies shall be deemed primary and exclusive of any other insurance carried by Pool Stations. In addition, such hull insurance shall be endorsed to waive rights of subrogation and recovery (or "rights against third parties") against Pool Stations, and the aforesaid certificate(s) shall recite such waiver.

(b) Pool Stations shall hold harmless and indemnify Company against any damages to or loss of Station's Equipment except to the extent such damages or loss arises solely from the negligence or willful misconduct of of Company or any Company employee..

(c) Company shall maintain in full force and effect during the Term workers' compensation insurance in compliance with statutory requirements with respect to Company's personnel, and employer's liability insurance with limits of not less than [REDACTED] each accident or disease. Company and its insurers waive, and Company's policy of workers' compensation insurance shall be endorsed to waive, rights of subrogation and recovery against Pool Station, and each Pool Station's parent, affiliates, partners, shareholders, officers, directors, employees and agents with respect to payments made to Company's employees under such Company's workers' compensation insurance. Any deductible under such workers' compensation insurance shall be the responsibility of Company.

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(d) Pool Stations shall each maintain in full force and effect during the Term workers' compensation insurance in compliance with statutory requirements with respect to each Pool Station's respective personnel, and employer's liability insurance with limits of not less than [REDACTED] each accident or disease. Each Pool Station and its insurers waive, and each Pool Station's policy of workers' compensation insurance shall be endorsed to waive, rights of subrogation and recovery against Company, and Company's parent, affiliates, partners, shareholders, officers, directors, employees and agents with respect to payments made to either Pool Station's employees under such Pool Station's workers' compensation insurance. However, in the event a pool station employee(s) is injured, such waiver of subrogation shall not apply unless such loss is proven to have been caused solely and directly by Pool Station or its employee(s). Any deductible under such workers' compensation insurance shall be the responsibility of each Pool Station.

10. INDEMNIFICATION.

(a) Company agrees to indemnify, defend and hold harmless each Pool Station and its affiliates, partners, shareholders, officers, directors, employees and agents (collectively, "**Station Indemnitees**") from and against any and all claims, demands or actions for liabilities, damages, losses, costs and expenses (including reasonable counsel fees) (collectively, "**Losses**") made or instituted by any persons whomsoever for property damage, bodily injury, or wrongful death arising directly or indirectly from or in connection with the possession, maintenance, use or operation of the Aircraft or Company's breach of any representation, warranty or obligation herein; provided, however, that in no event shall Company have any obligation whatsoever pursuant to this Section 10(a) with respect to Losses to any Station's Equipment (except to the extent caused by the negligence or willful misconduct of Company or any employee of Company) or solely arising from the negligence or willful misconduct of any of the Station Indemnitees; and, further provided, that in no event shall Company have any liability to any of the Station Indemnitees for any indirect, consequential, special, or exemplary damages (including, but not limited to, loss of revenue, data, or anticipated profits, lost business, or other economic loss) pursuant to the foregoing provisions of this Section 10(a). The provisions of this Section 10(a) shall survive the expiration or termination of this Agreement.

(b) Solely to the extent any Losses would not be covered by the insurance Company is required to maintain pursuant to Section 9 of this Agreement, each Pool Station agrees to indemnify, defend and hold harmless Company and its respective affiliates, partners, shareholders, officers, directors, employees and agents (collectively the "**Company Indemnitees**"), from and against any and all Losses made or instituted by any persons whomsoever for property damage, bodily injury, or wrongful death arising directly or indirectly solely and exclusively from the negligence or willful misconduct of any employee, director, officer, agent, independent contractor, shareholder, member, or manager of either Pool Station or its affiliates; provided, however, that in no event shall either Pool Station have any obligation whatsoever pursuant to this Section 10(b) with respect to Losses related to Company's operation of any Aircraft or arising directly or indirectly from the negligence or willful misconduct, acts or omissions of any employee, director, officer, agent, independent contractor, shareholder, member, or manager of Company or its affiliates; and, further provided, that in no event shall either Pool Station have any liability to any of the Company Indemnitees for any indirect, consequential, special, or exemplary damages

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(including, but not limited to, loss of revenue, data, or anticipated profits, lost business, or other economic loss) pursuant to the foregoing provisions of this Section 10(b).

11. USE OF AIRCRAFT:

During the Term, daily "Duty Hours" shall consist of [REDACTED] consecutive hours during each week day, Monday through Friday, including a [REDACTED] (other than Company Holidays (defined below)). Subject to the provisions of this Agreement, Company agrees to have the Primary Aircraft or a Substitute Aircraft available for use by Station during scheduled daily Duty Hours and on a stand-by status before and after such scheduled Duty Hours, including on Company Holidays and weekends. The foregoing notwithstanding, in no event shall Company be deemed in default under this Agreement: (i) for failure to provide the Primary Aircraft during any period when Company is performing manufacturer's scheduled maintenance or unscheduled maintenance with respect to the Primary Aircraft; provided, however, that if any such maintenance takes more than [REDACTED] Company shall be required to provide the Substitute Aircraft for use by Station in accordance with the terms and conditions of this Agreement until such maintenance is completed; or (ii) for failure to provide the Aircraft, if the Pilot (defined below) deems conditions with respect to flying the Aircraft unsafe. Company shall, however, be required to use reasonable diligence to ensure Aircraft under its control are maintained properly so as to ensure minimum disruption in the services to be provided for under this Agreement. For purposes of this Agreement, "Company Holidays" shall mean New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day and Christmas Day.

12. PILOT and PHOTOGRAPHER FOR AIRCRAFT:

(a) Company shall employ one or more FAA certified pilots (each a "Pilot"), who shall have exclusive, operational control of the Aircraft. At all times during scheduled Duty Hours, Company shall have a Pilot available to operate the Aircraft. During all other times ("Stand-by Periods"), Company shall make available a Pilot within a [REDACTED] response time or best efforts on an on-call, stand-by basis. A "call-in" charge of [REDACTED] will apply if a Pilot or Photographer is called in during Standby Periods, and Station agrees to pay such charge within [REDACTED] after receipt of a bill therefor from Company. Station shall exercise due discretion to ensure that the on-call service is used within reason and does not exceed the FAA duty requirements for a Pilot.

(b) No other person other than an FAA certified Pilot provided by Company will be allowed to operate the Aircraft at any time. When the regular Pilot and/or photographer is on vacation (vacation time to be reasonably approved in advance by Company and Pool Stations), or otherwise unavailable for more than [REDACTED] Company will make another FAA certified Pilot and photographer available on a full-time basis to operate the Aircraft pursuant to the terms and conditions of this Agreement. All Pilots provided by Company shall have a valid and current FAA license and meet all FAA requirements to operate the Aircraft. No Pilot shall be considered the employee or agent of either Pool Station.

(c) Company shall provide, at Company's sole cost and expense, an aerial photographer to operate and control the camera equipment on board the Aircraft. No such photographer shall be

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considered the employee or agent of either Pool Station.

13. OPERATION OF AIRCRAFT.

(a) The Pilot shall be solely responsible for determining the conditions under which the Aircraft shall be operated. Anything herein to the contrary notwithstanding, in the event that the Pilot determines that weather or the condition of the Aircraft makes it unsafe or improper to operate the Aircraft or in the event the Aircraft is unavailable due to labor strike, riot, war, act of terrorism, fire, other casualty or other event beyond Company's reasonable control, Company shall not be liable for any loss or damage whatsoever incurred by Station due to the failure to provide the services otherwise required hereunder.

(b) Only persons authorized by Pool Stations or employees of Company will be permitted aboard the Aircraft when the Aircraft is being operated for Pool Stations. Any such individual authorized by Pool Stations is referred to herein individually as an "Authorized Person," and all such individuals authorized by Pool Stations are collectively referred to herein as "Authorized Persons." For the avoidance of doubt, an Authorized Person need not be an employee of a Pool Station; and other than as expressly set forth in this Agreement, Company shall have no right to deny such Authorized Person access to the Aircraft or to otherwise approve such Authorized Person. The foregoing provisions notwithstanding, Station acknowledges and agrees that (i) no more than [REDACTED] individuals shall be on the Aircraft (including the Pilot and a photographer) at any time and (ii) the Pilot shall have the right and power to prohibit any Authorized Person to board the Aircraft if the Pilot reasonably believes that such Authorized Person is intoxicated, under the influence of drugs or otherwise presents a risk of damage or injury to the Pilot, the photographer, the Aircraft, or Company's Equipment. Company reserves the right, at the sole cost and expense of Company, to use the Aircraft for maintenance test flights, internal pilot proficiency (safety) flight checks, and internal company operational (safety) flights.

14. TERMINATION OF AGREEMENT UPON DEFAULT.

(a) **Company Defaults.** Anything in this Agreement to the contrary notwithstanding, in the event of an occurrence of a Company Default, Pool Stations may terminate this Agreement by delivering written notice to Company. A "Company Default" shall be deemed to have occurred only on the happening of any one of the following events:

(i) The failure of Company to provide the Aircraft and Pilot on more than six (6) separate occasions during any Contract Year of the Term, excluding any such occasion that arises as a result of (A) events beyond Company's reasonable control, including without limitation, acts of God, natural disasters, strikes, labor disputes, illness of a Pilot furnished by Company or extraordinary weather conditions, or (B) a Station Default (defined below); or,

(ii) The failure of Company within [REDACTED] after receiving written notice from Pool Stations to comply with any other provisions of this Agreement (or such additional period, if any, as may be reasonably required to cure such failure, if such failure reasonably cannot be cured within said [REDACTED] period, provided Company commences to cure within [REDACTED] after receipt of such written notice and thereafter diligently pursues such cure to completion), excluding any such failure that

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arises as a result of (A) events beyond Company's reasonable control, including without limitation, acts of God, natural disasters, strikes or labor disputes or extraordinary weather conditions or (B) a Station Default.

In the event Pool Stations elect to terminate this Agreement pursuant to this Section, Pool Stations (i) shall pay any and all amounts that have accrued and are payable pursuant to this Agreement to Company forthwith, including without limitation, a pro rata share of the Base Service Fees due for the calendar month during which such termination occurred (based on the number of days this Agreement was in force and effect during such month compared to the total number of days in such month) and (ii) shall take all reasonable steps to mitigate any damages that might otherwise be incurred by Pool Stations as a result of such termination; provided, however, that the payment of all such amounts or the taking of such steps shall not otherwise prohibit Pool Stations from pursuing any other remedy available to Pool Stations at law as a result of a Company Default; and further provided, however, that in no event shall Company be liable for any indirect, consequential, special, or exemplary damages (including, but not limited to, loss of revenue, data, or anticipated profits, lost business, or other economic loss) arising out of or in connection with any Company Default.

(b) **Station Defaults.** Anything in this Agreement to the contrary notwithstanding, in the event of an occurrence of a Station Default, Company may terminate this Agreement by delivering written notice to Pool Stations. A "Station Default" shall be deemed to have occurred only on the happening of any one of the following events:

(i) The failure of either Pool Station to pay any amount due to Company pursuant to this Agreement within the time permitted for such payment in this Agreement; or,

(ii) The failure of either Pool Station within [REDACTED] after receiving written notice from Company to comply with any other provisions of this Agreement (or such additional period, if any, as may be reasonably required to cure such failure, if such failure reasonably cannot be cured within said [REDACTED] period, provided Pool Stations commence to cure within [REDACTED] after receipt of such written notice and thereafter diligently pursue such cure to completion), excluding any such failure that arises as a result of (A) events beyond either Pool Station's reasonable control, including without limitation, acts of God, natural disasters, strikes or labor disputes or extraordinary weather conditions, or (B) a Company Default.

In the event Company elects to terminate this Agreement pursuant to this Section, Pool Stations shall pay any and all amounts that have accrued and are payable pursuant to this Agreement to Company forthwith, including without limitation, a pro rata share of the Base Service Fees due for the calendar month during which such termination occurred (based on the number of days this Agreement was in force and effect during such month compared to the total number of days in such month); and Company shall take all reasonable steps to mitigate any damages that might otherwise be incurred by the Company as a result of such termination; provided, however, that the payment of all such amounts or the taking of such steps shall not otherwise prohibit Company from pursuing any other remedy available to Company at law as a result of a Station Default; and further provided, however, that in no event shall Pool Stations be liable for any indirect, consequential, special, or exemplary damages (including, but not limited to, loss of

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revenue, data, or anticipated profits, lost business, or other economic loss) arising out of or in connection with any Station Default.

15. FLIGHT FOLLOWING. Company agrees to provide Pool Stations with a copy of Company's Helicopter Flight Following Handbook" ("Handbook") and to train at least [REDACTED] Pool Station employee on the proper use of the Handbook and the procedures described therein. Pool Stations agree to ensure that at least [REDACTED] Pool Station employee is properly trained to use the Handbook at all times and to keep at least [REDACTED] copy of the Handbook at the Pool Station's news desk at all times. Pool Stations further agree, using their normal communications network and station personnel, to initiate and comply with the Flight Following procedures described in the Handbook for all flight operations of the Aircraft on behalf of Pool Stations within a [REDACTED] radius of either Pool Station. If required by applicable Federal Aviation Administration Regulations, Company shall also initiate Flight Following procedures with respect to flight operations of the Aircraft, and the Pilot will initiate Flight Following procedures outside of the [REDACTED] radius by filing an FAA flight plan with the appropriate Flight Service Station.

16. MISCELLANEOUS PROVISIONS.

(a) **Aviation Laws and Regulations.** This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be enacted in the future, including without limitation the rules, regulations, decisions, actions and orders of the Federal Aviation Administration ("FAA") and Federal Communications Commission.

(b) **Interest.** In the event either Pool Station fails to make any payment of any amount due to Company pursuant to this Agreement within the time permitted for such payment in this Agreement, Company, in addition to any remedy Company may have under applicable law, shall be entitled to collect from such Pool Station and Pool Station agrees to pay to Company on demand such delinquent payment together with interest thereon at the annual rate of [REDACTED] or the maximum legal rate permitted by applicable law, whichever is less, from the original due date of any such payment until the same is paid to Company.

(c) **Titles and Headings.** The titles and headings of the Sections and paragraphs of this Agreement are for convenience only and will not in any way affect the interpretation of any Section or paragraph of this Agreement or of the Agreement itself.

(d) **Waivers.** A waiver by any Party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. The warranties and indemnification provided for herein survive the expiration or sooner termination or cancellation of this Agreement.

(e) **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or certified mail, return receipt requested, or delivered by a nationally recognized overnight delivery service, or by facsimile transmission. Notice shall be deemed given: (i) if given personally, as of the date delivered; (ii) if given by certified mail when

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received or receipt is refused; (iii) if by overnight delivery service, the next business day following deposit with such service; or (iv) if given by facsimile transmission upon written confirmation of such transmission. The initial address of each Party for purposes of notice hereunder is recited in the first paragraph of this Agreement. The facsimile number for Company is [REDACTED] the facsimile number for KSHB is () - and for KCTV is () - . Either Party may by notice to the other specify a different address of facsimile number.

(f) Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns. Neither Pool Station may assign this Agreement nor any interest herein without the express, prior written consent of Company; provided, however, that no such consent shall be required for an assignment to any entity controlling, controlled by or under common control with either such Pool Station.

(g) Choice of Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the internal substantive laws of the State of Missouri, without regard to its conflicts of law provisions or interpretations and notwithstanding the place of execution hereof or the performance of any acts under this Agreement in any other jurisdiction. Both Parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Missouri for purpose of any suit, action or other proceeding arising out of this Agreement, waive any argument that venue in any such forum is not convenient and agree that the venue of any litigation initiated by either of them in connection with this Agreement shall be in either the Circuit Court in the County of St. Louis, Missouri, or in the United States District Court, Eastern District of Missouri, Eastern Division.

(h) Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement between the Parties with respect to the subject matter herein and therein contained, and this Agreement can be changed or amended only by a writing signed by both Parties.

(i) Severability. If any provision (or part thereof) of this Agreement is found by a court of competent jurisdiction to be contrary to, prohibited by or invalid under any applicable law, such court may modify such provision (or part thereof) so, as modified, such provision (or part thereof) will be enforceable and will to the maximum extent possible comply with the apparent intent of the Parties in drafting such provision (or part thereof). If no such modification is possible, such provision (or part thereof) shall be deemed omitted without invalidating the remaining provisions hereof. No such modification or omission of a provision (or part thereof) shall in any way affect or impair such provision (or part thereof) in any other jurisdiction.

(j) Relationship. Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties hereto, and no Party shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose, by virtue of this Agreement.

(k) Business Day. "Business day" shall mean any day excluding Saturday, Sunday, Company Holidays or any other day on which banking institutions are authorized to close pursuant to federal law.

(l) Authority. Each Party to this Agreement represents and warrants to the other that: (i) such Party has the right, power and authority to enter into this Agreement; (ii) this Agreement is a

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binding and valid obligation of such Party; and (iii) there is no claim or cause of action that would prevent such Party's performance hereunder. Each person who executes this Agreement for a Party expressly represents and warrants to the other Party that such person has full and complete authority to do so.

(m) **Attorneys' Fees.** If either Party brings any action or suit under this Agreement against the other Party, then in such event the prevailing party, whether by final, non-appealable judgment or out of court settlement, shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees and costs.

(n) **Counterparts.** This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party and delivered to each other Party. In the event that any signature to this Agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No Party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this Agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each Party hereto forever waives any such defense.

(o) **Commitment to Negotiate New Agreement.** After signing this Agreement if the Pool Stations notify Company that the Pool Stations desire to negotiate a new agreement that will provide Pool Stations with a helicopter fully equipped with High Definition (HD) news gathering equipment, Company agrees to negotiate the terms and provisions of such new agreement in good faith; and the Parties agree that such new agreement may commence prior to the end of the Term this Agreement and replace this Agreement in its entirety.

HELICOPTERS INC.

Scripps Media, Inc., d/b/a/ KSHB-TV

By: [Signature]
Printed Name: THOMAS R. WAGNER

By: [Signature]
Printed Name: BRIAN BRACCO
VICE PRESIDENT / GENERAL MANAGER

Meredith Corporation
On behalf of KCTV

By: [Signature]
Printed Name: Mike O'lyne
PRESIDENT / GENERAL MANAGER

