

## HELICOPTER SHARING AGREEMENT

This Helicopter Sharing Agreement (this "**Agreement**") is entered into as of the 1<sup>st</sup> day of July, 2010 by and among KCNC, a CBS Television Stations, Inc. television station located at 1044 Lincoln Street Denver, CO 80203 ("**KCNC**"), KUSA, a Multimedia Holdings Corporation television station located at 500 Speer Blvd Denver, CO 80203 ("**KUSA**"), KMGH, a McGraw-Hill Broadcasting Company, Inc television station located at 123 Speer Blvd Denver, CO 80203 ("**KMGH**"), and KDVR, a Community Television of Colorado, LLC television station located at 100 E. Speer Boulevard, Denver, CO 80203 ("**KDVR**"). Unless otherwise specified, KCNC, KMGH, KUSA, and KDVR shall be collectively referred to herein as the "**Stations**" and each individually as a "**Station**." Capitalized terms used in this Agreement but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Helicopter Services Agreement (as hereinafter defined).

### RECITALS

WHEREAS, the Stations have entered into a Helicopter Service Agreement, dated July 1, 2010 (the "**Helicopter Service Agreement**"), with Helicopters, Inc., a Missouri corporation ("**Helicopters, Inc.**"), pursuant to which Helicopters, Inc. has agreed to provide the Stations with the use of an American Eurocopter AS350B-3 A-Star helicopter (FAA Registration Number N6UX) or a replacement aircraft as may be necessary, for the purpose of enabling the Stations to broadcast traffic conditions and news events to their respective viewers; and

WHEREAS, the Stations desire to agree upon their respective rights and obligations with respect to the use of the Helicopter (as defined below).

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Stations agree as follows:

#### 1. USE OF THE HELICOPTER.

(a) For purposes of this Agreement, the term "**Helicopter**" shall refer to either the primary helicopter described in the recitals above or any comparably-equipped substitute or replacement helicopter(s) provided to the Stations by Helicopters, Inc. pursuant to the Helicopter Services Agreement.

(b) Subject to applicable FAA regulations and the terms and conditions of the Helicopter Service Agreement, the Stations have the right to use the Helicopter, including the right to obtain and broadcast video acquired by the Helicopter camera, for the purpose of live broadcasts of news reports and traffic conditions occurring in the Denver, Colorado metropolitan area during the flight service periods set forth on Exhibit A attached hereto (the "**Regular Flight Periods**"). Subject to the terms and conditions of the Helicopter Service Agreement (or any superseding helicopter service agreement entered into by the Stations), the Stations shall have the right, individually or collectively, to use the Helicopter outside of Regular Flight Periods. Each Station shall make reasonable efforts to ensure that any requested use of the Helicopter outside



of the Regular Flight Periods does not exceed applicable FAA duty requirements and limitations that may pertain to the pilot of the Helicopter.

(c) On or before September 15 of each Contract Year during the term of the Helicopter Service Agreement, the Stations will agree upon the number of flight hours to be provided to the Stations by Helicopters, Inc. during the following Contract Year. The Stations acknowledge and agree that such number of flight hours for any Contract Year shall not exceed 800 flight hours unless the Stations unanimously agree to exceed 800 flight hours; provided, however, that such number of flight hours will be exclusive of flight hours used by any Station for its private and independent use.

(d) In the event that one or more Stations desires to cause the primary helicopter to be modified by painting with its logos, call signs, slogans, etc. ("**paint modifications**"), each Station must consent to such paint modifications. In the event the Stations consent to such paint modifications, notwithstanding Section 8 of the Helicopter Service Agreement, the requesting Station(s) agree at the end of the Term of the Helicopter Service Agreement to pay to Helicopters, Inc. upon demand therefor the entire reasonable cost and expense for returning the primary helicopter to "base white," with each Station which caused such paint modifications obligated to pay to Helicopters, Inc. its pro-rata share of such cost and expense. Furthermore, each Station which caused such paint modifications shall indemnify, defend, hold harmless and reimburse each other Station to the extent of any damages, losses, claims, suits, penalties, fines, judgments, costs, expenses and attorney fees arising out of or relating to any such paint modifications.

2. **OWNERSHIP OF VIDEO.** Each Station hereby agrees to the following terms and conditions with respect to all video obtained from the Helicopter (collectively, and unless otherwise distinguished below, "**Video**");

(a) Except as set forth in Section 2(b) below, the Stations shall jointly own all Video obtained from the Helicopter (such jointly owned Video shall hereinafter be referred to as "**Shared Video**") and all ownership rights, including copyright, in and to such Shared Video shall be equally and jointly owned by the Stations. Notwithstanding the foregoing, each Station's ability to sell or otherwise transfer Shared Video is limited as set forth in Section 3 of this Agreement.

(b) In the event Video is obtained during a Station's private and independent use of the Helicopter pursuant to Section 4(d) of this Agreement (hereinafter, an "**Enterprise Flight**") to cover an enterprise news story (a story intended from its inception to be exclusive to one Station), then the requesting Station shall retain sole ownership rights in and to all Video associated with such enterprise news story (such Video is hereinafter referred to as "**Enterprise Video**"), and no other Station shall have any rights in such Enterprise Video. Notwithstanding the foregoing, if the Station using the Helicopter for an Enterprise Flight obtains any Video during such Enterprise Flight that is related to a current news event that is either of an emergency nature or of interest to a Station's audience that warrants the interruption of scheduled programming in order to report its details or which is otherwise an important or sensational news story of wide interest meriting live coverage (a "**Breaking News Story**"), (i) such Station shall make such Video ("**Breaking News Video**") available to the other Stations, (ii) such Breaking



News Video will be Shared Video (and not Enterprise Video), and (iii) the Stations will share equally the costs of that portion of the flight used to obtain the Breaking News Video. In the case of Breaking News Video, the Stations shall jointly own all such Breaking News Video and all ownership rights, including copyright, in and to such Breaking News Video shall be equally and jointly owned by the Stations. Notwithstanding the foregoing, each Station's ability to sell or otherwise transfer such Breaking News Video is limited as set forth in Section 3 of this Agreement by virtue of it being Shared Video.

### 3. TRANSFER OF RIGHTS IN VIDEO.

(a) Each Station may sell, license or otherwise transfer Video to any third party, provided that the after-tax proceeds generated from any such sale, license or transfer of Shared Video to a third party shall be divided equally (one-fourth) among the selling Station and the other three Stations. For the avoidance of doubt, (i) each Station may sell, license or otherwise transfer Video to its News-Related Affiliates (as hereinafter defined), which News-Related Affiliates shall have the right to use, broadcast, display, retransmit, or otherwise distribute such Video through any and all platforms or distribution methods currently available and in use or which become available through any advances in technology in the future, and (ii) Enterprise Video may be sold, licensed or otherwise transferred by the Station which owns such Enterprise Video in its sole discretion, in each case with no obligation to share the proceeds from such sale, license or transfer with the other Stations.

(b) Each Station shall distribute to each other Station its share (one-fourth) of the after-tax proceeds from any sale, license or other transfer of Shared Video to a third party on a semi-annual basis, within thirty (30) days after the midpoint and the end of each Contract Year. Each such distribution shall include a written certification from an officer of the selling Station as to the accuracy of such payment. Notwithstanding the foregoing, no Station shall have audit rights, accounting rights or the right to request and receive business records documenting any such sales of Shared Video and the payment obligations hereunder and no documentation relating to such revenue share shall be itemized or otherwise make reference to individual sales of Shared Video.

(c) In the event that any Station incorporates Shared Video into an independently-produced program ("**Program**"), and such Program is sold to a third party, then such selling Station shall assign a value to such Shared Video based on the reasonable and the then-prevailing market rates for video of substantially equivalent length, type and quality, and distribute to the other Station(s) one-fourth, of the Program proceeds apportioned to such Shared Video, without any obligation to distribute the proceeds it earns for the sale of the Program as a whole.

(d) For purposes of this Agreement, (i) the term "**News-Related Affiliate**" means (A) any television station, cable news entity, newspaper, news feed, website or any other news-related business that is owned or operated by or on behalf of a Station or any Affiliate (as defined below) of a Station, or (B) any national news-sharing partnership (e.g., NNS) in which a Station or any Affiliate of a Station is a partner, but only if such national news-sharing partnership does not permit its participants to broadcast or otherwise exhibit any Video in any medium primarily targeted to the Denver DMA, (ii) the term "**Affiliate**" means, with respect to



any Station, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Station, and (iii) the term "Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as "group" is defined in Rule 13d-5(b)(1) under the Securities Exchange Act of 1934, as amended).

(e) The provisions of this Section 3 shall survive the expiration or earlier termination of this Agreement.

#### 4. OPERATING CONDITIONS.

(a) The ultimate decision regarding whether to operate the Helicopter or the flight path, direction or location of the Helicopter, shall be at the sole discretion of the Helicopter pilot in command, who shall at all times maintain the right to overrule any requests made by any or all of the Stations.

(b) The Stations acknowledge and agree that the Helicopter can only accommodate, at a maximum, one pilot, one reporter/photographer and one passenger. Only the reporter/photographer shall be permitted to operate the camera to obtain Video. The Stations acknowledge and agree that radio station KOA-AM, which operates and broadcasts in the Denver, Colorado DMA ("KOA"), pursuant to a Helicopter Sharing Agreement with KUSA, shall be permitted to (i) have a KOA reporter on board the Helicopter for the purpose of broadcasting live reports of traffic conditions and news events to KOA's audience, and (ii) install its broadcast equipment on the Helicopter. Such KOA reporter will have the first right to occupy the available passenger spot on the Helicopter for all flights of the Helicopter other than Enterprise Flights. The Stations further acknowledge and agree that under no circumstances shall the Helicopter pilot serve as reporter or photographer for any Station or any other entity while piloting the Helicopter.

(c) Each Station shall exercise its own independent judgment regarding the selection of which news events to cover or report, and shall further exercise its own independent editorial judgment regarding the manner in which such reports are presented on its respective broadcasts, website or other distribution outlets. For periods other than the Regular Flight Periods, each Station shall exercise its own judgment regarding whether to operate Helicopter independently, as permitted in Section 4(d) below.

(d) Any Station shall have the right to request the private and independent use of the Helicopter, outside of the Regular Flight Periods, without the involvement of the other Stations; provided, however, that each Station shall be limited to 10 flight hours per Contract Year for such private and independent use of the Helicopter. Such flight hours for private and independent use shall not be carried over into any succeeding Contract Year if a Station does not use them. In such event, the requesting Station shall contact the Station responsible for dispatching the Helicopter during that quarter (as delineated on the attached Exhibit B) which dispatching Station will contact Helicopters, Inc.'s pilot to schedule the launch of the Helicopter. For any such Enterprise Flights, the Station requesting such flight shall be solely responsible for the payment of any and all of the fees set forth in the Helicopter Services Agreement (including,



without limitation, any Hourly Rate Excess Usage Fee and billable fuel costs) for each Enterprise Flight such Station requests. In addition, notwithstanding Section 12(a) of the Helicopter Service Agreement, all "call-in" fees, per-hour charges, standby fees and other costs, fees and expenses relating to any Enterprise Flight scheduled outside of Regular Flight Periods as outlined on the Helicopters Service Agreement, shall be the sole responsibility of the requesting Station and the requesting Station shall indemnify, defend, hold harmless and reimburse each other Station to the extent of any damages, losses, claims, suits, penalties, fines, judgments, costs, expenses and attorney fees arising out of or relating to any such Enterprise Flight.

5. **SCHEDULING.** In the event of a potential conflict among the Stations for use of the Helicopter outside of Regular Flight Periods, Stations shall use good faith efforts to mutually cooperate and resolve any such conflict. In the event the conflict cannot be resolved, the decision of a majority of Stations shall prevail, and in the event such procedure fails to resolve the conflict or there is not a majority, the decision of the Station identified on the monthly rotating schedule listed on the attached Exhibit B shall prevail.

6. **PAYMENT; FEES.**

(a) Each Station hereby agrees to pay Helicopters, Inc. pursuant to the terms and conditions set forth in the Helicopter Service Agreement.

(b) Each month during the term of the Helicopter Services Agreement (or any superseding helicopter service agreement entered into by the Stations), for accounting efficiency and organization, KUSA's Business Manager shall review for accuracy a statement from Helicopters, Inc. detailing (i) the collective use of the Helicopter by the Stations during such month, (ii) each Station's private and independent use of the Helicopter such month, and (iii) Excess Flight Hours, if any. KUSA's Business Manager shall then forward copies of such statement to each Station. Notwithstanding the foregoing, each Station acknowledges and agrees that KUSA shall have no liability to any Station in connection with such review and each Station shall be responsible for reviewing and verifying any charges related to such Station's independent use of the Helicopter.

7. **TERM; TERMINATION.**

(a) The term of this Agreement shall be five (5) years, commencing on June 1, 2010 (the "**Term**"). The Term may be renewed only upon the unanimous written consent of Stations.

(b) Notwithstanding Section 7(a) above, in the event the Helicopter Service Agreement terminates or expires during the Term of this Agreement, this Agreement shall immediately terminate, effective on the termination date of the Helicopter Service Agreement.

(c) In the event that any Station defaults on any of its obligations under this Agreement, (a "Defaulting Station") and such default is not remedied to the reasonable satisfaction of the non-defaulting Stations within thirty (30) days after the Defaulting Station's receipt of notice of such default, then (i) such breach will be a default of the Defaulting Station



under the Helicopter Services Agreement, (ii) the non-defaulting Stations shall have the right to remove the Defaulting Station from this Agreement, (iii) this Agreement shall terminate as to such Defaulting Station, and (iv) the Defaulting Station shall immediately accelerate and forward to Helicopters, Inc. its share of the Base Service Fees required under the Helicopter Services Agreement for the remainder of the term of the Helicopter Services Agreement.

8. **INSURANCE.** Stations acknowledge that the Helicopter Service Agreement sets forth Helicopters, Inc.'s obligations with respect to insurance coverage in connection with the operation of the Helicopter and its obligations thereunder. In the event and to the extent any Station or any of such Station's employees or agents has liability, loss, damage, claim (whether valid or invalid), cost or action, and associated costs or expenses (including attorney's fees, court costs and disbursements) (collectively, "Losses") arising from the ownership, use, operation, maintenance or condition of the Helicopter, such Station shall present such Losses directly to Helicopters, Inc. and shall not seek remedy from any other Station.

9. **INDEMNIFICATION.**

(a) KCNC shall indemnify, defend and hold each of the other Stations, their respective parents, subsidiaries and Affiliates, and the respective officers, directors, employees, and agents of such entities harmless from and against any and all Losses that may arise out of or in connection with (i) KCNC's performance or breach of its obligations under this Agreement or the Helicopter Services Agreement; (ii) any action giving rise to any suit, claims or other litigation or arbitration related to current or former employees of KCNC; (iii) KCNC's independent use of the Helicopter for any purpose; (iv) any Enterprise Video owned by KCNC; (v) any news gathering or other equipment that KCNC has installed in or on the Helicopter; and (vi) the negligence or willful misconduct of any employee, director, officer, agent, successor, or assignee of KCNC or its parent, subsidiary or affiliate.

(b) KMGH shall indemnify, defend and hold each of the other Stations, their respective parents, subsidiaries, and Affiliates, and the respective officers, directors, employees, and agents of such entities harmless from and against any and all Losses that may arise out of or in connection with (i) KMGH's performance or breach of its obligations under this Agreement or the Helicopter Services Agreement; (ii) any action giving rise to any suit, claims or other litigation or arbitration related to current or former employees of KMGH; (iii) KMGH's independent use of the Helicopter for any purpose; (iv) any Enterprise Video owned by KMGH; (v) any news gathering or other equipment that KMGH has installed in or on the Helicopter; and (vi) the negligence or willful misconduct of any employee, director, officer, agent, successor, or assignee of KMGH or its parent, subsidiary or affiliate.

(c) KUSA shall indemnify, defend and hold each of the other Stations, their respective parents, subsidiaries, and Affiliates, and the respective officers, directors, employees, and agents of such entities harmless from and against any and all Losses that may arise out of or in connection with (i) KUSA's performance or breach of its obligations under this Agreement or the Helicopter Services Agreement; (ii) any action giving rise to any suit, claims or other litigation or arbitration related to current or former employees of KUSA; (iii) KUSA's independent use of the Helicopter for any purpose; (iv) any Enterprise Video owned by KUSA;



(v) any news gathering or other equipment that KUSA has installed in or on the Helicopter; and  
(vi) the negligence or willful misconduct of any employee, director, officer, agent, successor, or assignee of KUSA or its parent, subsidiary or affiliate.

(d) KDVR shall indemnify, defend and hold each of the other Stations, their respective parents, subsidiaries, and affiliates, and the respective officers, directors, employees, and agents of such entities harmless from and against any and all Losses that may arise out of or in connection with (i) KDVR's performance or breach of its obligations under this Agreement or the Helicopter Services Agreement; (ii) any action giving rise to any suit, claims or other litigation or arbitration related to current or former employees of KDVR; (iii) KDVR's independent use of the Helicopter for any purpose; (iv) any Enterprise Video owned by KDVR; (v) any news gathering or other equipment that KDVR has installed in or on the Helicopter; and (vi) the negligence or willful misconduct of any employee, director, officer, agent, successor, or assignee of KDVR or its parent, subsidiary or affiliate.

**10. PILOTS AND PHOTOGRAPHERS.** Each Station acknowledges that the Helicopter's primary and backup pilots and photographers shall be provided by Helicopters, Inc. pursuant to the Helicopter Services Agreement and that pursuant to the terms of the Helicopter Service Agreement Helicopters, Inc. provides and remains solely responsible for servicing the Helicopter, including maintenance, Helicopter pilot training, flight safety measures, and overall compliance with applicable FAA regulations. Therefore, each Station hereby acknowledges and agrees that it shall not hold any other Station liable or responsible for such compliance or service, or for the actions, errors, or omissions of any Helicopter pilots or photographers.

**11. SEVERABILITY.** If any provision of this Agreement is declared to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

**12. WAIVER OF JURY TRIAL.** The terms of this Agreement shall be governed by the laws of the State of New York, regardless of any conflicts of law principles that would require the application of the laws of another jurisdiction. Each Station hereby specifically waives any right to trial by jury in any court with respect to any contractual, tortious or statutory claim, counterclaim or cross claim against the other arising out of or connected in any way to this Agreement because the parties hereto, who are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

**13. ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. None of the Stations may assign this Agreement without the prior written consent of each other Station and any assignment made by a party without the prior written consent of each other Station shall be null and void; provided, however, that each Station shall have the right, without obtaining the consent of the other Stations, to assign or otherwise transfer this Agreement to any entity which



controls, is controlled by, or is under common control with, such Station, but only in connection with a transfer of the Helicopter Services Agreement to the same entity.

**14. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS.** This Agreement and the Helicopter Service Agreement constitute the entire agreement of the Stations with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, amongst the Stations relating to such subject matter except as specifically provided herein. This Agreement may not be modified or amended except by an instrument in writing signed by each of the Stations. The Section captions used in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

**15. PUBLICITY; CONFIDENTIALITY.**

(a) No Station may use any other Station's name, or any trademark, service mark, trade name, logo or other commercial or product designations for any purpose without the prior written consent of such other Station in each instance. Without limiting the generality of the foregoing, unless required by law, no Station will, without the prior written approval of each of the other Stations, make any public statement, press release, presentation, or other announcement relating to the existence or terms of this Agreement or that the Stations have entered into the Helicopter Service Agreement with Helicopters, Inc. that allows the Stations to share and make use of the Helicopter for news gathering and other purposes; provided, however, that each Station shall have the right upon execution of this Agreement and the Helicopter Service Agreement to disclose (i) to the employees of such Station who have a need to know those provisions of this Agreement related to the day-to-day use by the Stations of the Helicopter pursuant to the Helicopter Service Agreement and this Agreement; and (ii) to any Affiliates of such Station all or any portion of the Helicopter Service Agreement and this Agreement, as necessary, for such Station to perform its obligations under this Agreement or the Helicopter Services Agreement.

(b) The proviso contained in Section 15(a) notwithstanding, each Station agrees that during the Term and for a period of three years thereafter not to deliver or permit any of its Affiliates or any of its or its Affiliates' respective directors, officers, employees, agents or contractors to deliver to any third party an original or a copy of the Helicopter Service Agreement or this Agreement, any schedules or exhibits relating to the Helicopter Service Agreement or this Agreement, or any schedules or exhibits that in whole or in part disclose any of the monetary obligations of the Stations to Helicopters, Inc. or any written or electronic communications related to the transaction contemplated by the Helicopter Sharing Agreement or this Agreement that relate to such monetary obligations (collectively, "**Confidential Information**"), except that each Station shall be entitled to disclose Confidential Information in order to (i) enforce the same or to such Station's attorneys, accountants, consultants, financing sources and other advisors performing services or financing for such Station with respect to or affected by the transaction contemplated by the Helicopter Service Agreement and this Agreement, in which case such Station shall use good faith efforts to limit disclosure to such third parties on a need-to-know basis and shall request and use its best efforts to obtain confidential treatment of the Confidential Information or (ii) comply with any requirement of a



government body or court of law to disclose any of the Confidential Information, provided that such Station shall give each other Station reasonable advance notice of such disclosure requirement so that the other Stations may contest the disclosure or seek a protective order. The foregoing provisions of this Section 15 notwithstanding, in the event any of the Confidential Information becomes publicly available, other than in accordance with the foregoing exceptions or as a result of a breach by any Station of their agreements recited above, then the portion of the Confidential Information so disclosed to such third party shall no longer be considered Confidential Information for purposes of this Section 15.

**16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts and shall be effective and binding on the Stations when each of the Stations have fully executed a counterpart and returned a copy to the other Stations, notwithstanding that each of the Stations may have executed different counterparts. Counterparts may be compiled, duplicate pages discarded and the remainder assembled as a complete document binding on both of the parties. Further, the Stations agree that email transmission of a PDF file or a facsimile copy of this letter and any signature thereon shall be considered for all purposes as an original.

**17. NOTICES.** Any documents, notices, request, demands or communications given or required or permitted to be given under or in connection with this Agreement shall be hand delivered or sent to the address stated herein, or any other address requested by a party in accordance with this section, by way of first class registered or certified mail, return receipt requested, postage prepaid, or by facsimile or overnight delivery addressed as follows:

To KCNC: KCNC-TV  
1044 Lincoln Street  
Denver, CO 80203  
Attn: Walt DeHaven, President & General Manager

To KUSA: KUSA-TV  
500 Speer Blvd.  
Denver, Colorado 80203  
Attn: Mark Cornetta, President & General Manager

To KMGH: KMGH-TV  
123 Speer Boulevard  
Denver, CO 80203  
Attn: Byron Grandy, Vice President & General Manager

To KDVR: KDVR-TV  
100 E. Speer Boulevard  
Denver, CO 80203  
Attn: Peter Maroney, President & General Manager

**18. STATION DECISIONS.** Except as expressly set forth in this Agreement or the Helicopter Services Agreement, with respect to any actions to be taken by the Stations under this



Agreement or the Helicopter Services Agreement, the affirmative approval, vote or consent of a majority of the Stations will be required.

IN WITNESS WHEREOF, each Station has executed this Helicopter Sharing Agreement as of the date first written above, agrees to be bound by its terms and conditions, and represents to each other Station that it has all necessary right, power and authority to be execute this Agreement and to be bound by its terms and conditions.

KCNC-TV

By: W.D. Dehaven  
WALTER DEHAVEN  
VICE PRESIDENT & GENERAL MANAGER

KUSA-TV

By: Mark Cornetta  
MARK CORNETTA  
PRESIDENT & GENERAL MANGER  
KUSA /KTVD

KMGH-TV/AZTECA AMERICA COLORADO

By: Byron Grandy  
BYRON GRANDY  
VICE PRESIDENT & GENERAL MANAGER

KDVR-TV

By: Peter Maroney  
PETER MARONEY  
PRESIDENT & GENERAL MANAGER  
FOX 31 KDVR / KWGN - CW2



## EXHIBIT A

### **Regular Flight Periods**

The initial schedule for Regular Flight Periods will be [REDACTED] p.m., local time, [REDACTED]. Subject to the terms and conditions of the Helicopter Service Agreement (or any superseding helicopter service agreement entered into by the Stations), the Stations shall have the right to mutually agree in writing upon an adjustment to this initial schedule of Regular Flight Periods to reflect increases or decreases in daily flight hours caused by seasonal time changes affecting the number of daylight hours available for flights, a change of daypart(s) of the Stations' respective newscasts or other similar changes.



## **EXHIBIT B**

### **Operational Guidelines and Requirements**

1. **Helicopter Launch Notification.** All Stations will share, on a rotating basis, in the responsibility for coordinating with Helicopters, Inc. the launching, communicating and flight following of the Helicopter. The Stations agree to rotate this responsibility on a quarterly basis throughout the term of this Agreement. This responsibility includes notifying each of the other Stations by telephone or e-mail whenever the Helicopter is launched during Regular Flight Periods as well as when a Station requests that the Helicopter be launched for any breaking news stories.
2. **Breaking News Launch.** If a Helicopter launch is for breaking news, the subject matter for the Helicopter launch notification will be disclosed as a general headline in the email communication. Example: "breaking news, fatal wreck @ \_\_\_\_\_." Each Station will be responsible for its own fact-gathering. Only the Helicopter pilot and the reporter/photographer will be in the Helicopter; provided, however, that KOA-AM shall also have the right to be on board the Helicopter for such breaking news flights. Communications from the Helicopter reporter/photographer that pertain to facts regarding such breaking news ("we can see a second building is now on fire") shall be fed to all the Stations simultaneously and no audio from the Station reporter shall be distributed live or via recording.
3. **Video Obtained During a Breaking News Flight.** All Breaking News Video (as defined in Section 2(b) of the Agreement and whether or not obtained during an Enterprise Flight) must be made available to all Stations simultaneously, either through delivery via microwave signal from the Helicopter to each Station (when such signal is possible) or the simultaneous recording of the Breaking News event to each of the Station's recording devices in the Helicopter. Understanding that one Station may be at an advantage to get the Breaking News Video on the air more quickly because it is already in news programming, the simultaneous *delivery* of the Breaking News Video to such Station shall be the measure of equality, not the simultaneous broadcast of the Breaking News Video.
4. **Transmission and Receipt of Video.** Shared Video obtained from the Helicopter camera shall be transmitted via microwave to each Station's separate and independent microwave receiver site located on Lookout Mountain, Colorado. From there, each Station shall be responsible for the transmission of such Shared Video to its respective studio. Each Station owns and retains sole control of its equipment for such purpose, and each Station shall be solely responsible for all costs and expenses associated with obtaining, installing and operating such equipment. The procedure for the receipt and transmission of Shared Video may be changed only upon the unanimous agreement of the Stations by written amendment to this Agreement.
5. **Priority of Breaking News Video.** If, during an Enterprise Flight, a Breaking News event occurs, the Enterprise Flight and its related Enterprise Video shall be considered as



secondary to the Breaking News event and its related Breaking News Video. The Stations will share equally the costs of that portion of a flight used to obtain any Breaking News Video based upon flight time readings from the Helicopter's Hobbs meter.

6. **Enterprise story outside metro area.** If a Station proposes to launch the Helicopter for an Enterprise Flight story that is more than 15 minutes (of flight time) outside of the Denver metropolitan area, all Stations must be notified by the requesting Station at least one day in advance so that all Stations have the right to decide whether to authorize the flight. Three (3) of the four (4) Stations must authorize such flight as such flight could put the Helicopter in a position to be unable to fly breaking news in the Denver metropolitan area.
7. **Enterprise Flight Hours.** Each Station will be permitted to use the Helicopter for up to 10 hours of Enterprise Flight time during each Contract Year of the Helicopter Service Agreement.

#### **Quarterly Schedule for Station Dispatch and Flight Following Responsibilities**

##### **2010**

July – August – September KUSA

October – November – December KCNC

##### **2011**

January – February – March KMGH

April – May – June KDVR

July – August – September KUSA

October – November – December KCNC

##### **2012**

January – February – March KMGH

April – May – June KDVR

July – August – September KUSA

October – November – December KCNC

##### **2013**

January – February – March KMGH

April – May – June KDVR

July – August – September KUSA

October – November – December KCNC

##### **2014**

January – February – March KMGH

April – May – June KDVR

July – August – September KUSA

October – November – December KCNC



2015

January - February - March

April - May - June

KMGH

KDVR



AMENDMENT TO HELICOPTER SERVICE AGREEMENT  
BETWEEN HELICOPTERS, INC.  
AND KUSA TV, KCNC TV, KDVR TV / KWGN TV and KMGH TV

This Amendment to that certain Helicopter Service Agreement between the undersigned Parties is made and entered into as of January 8, 2018.

WHEREAS, the undersigned Parties entered into a certain Helicopter Service Agreement dated as of June 30, 2015 (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement to extend the Initial Term of the Agreement for three (3) years;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows;

1. All capitalized terms that are not defined herein shall have the same meaning given to them in the Agreement. This Amendment may be signed in counterparts as provided for in Section 18(I) of the Agreement.
2. The Initial Term of the Agreement is extended for three (3) years through June 30, 2021. Pool Stations shall have no option to further extend the Initial Term of the Agreement.
3. Pool Stations shall pay the monthly base service fees as outlined in exhibit A of this amendment and all other funds due in accordance with original Agreement. It is understood that the first year shall start with an annual base of 800 flight hours per year. Any changes to the annual base flight hours shall be requested in writing sixty (60) days prior to the end of any contract year.

Furthermore, it is agreed that the hourly overtime rate shall increase annually according to the following schedule.

- ~~Year 1 - \$120.00 per hour~~
- ~~Year 2 - \$125.00 per hour~~
- ~~Year 3 - \$130.00 per hour~~

4. As part of this Amendment Company has agreed to replace the current Cineflex camera system with a new GSS 516 or new Shotover camera system, which shall have an Ikegami F-3000 camera system installed as part of the complete system.
5. Other than as recited above, the provisions of the Agreement shall remain in full force and effect thru June 30, 2021.



**EXHIBIT A  
TO  
HELICOPTER SERVICE AGREEMENT**

**700 BASE HOURS PER CONTRACT YEAR**

CONTRACT YEAR	ANNUAL BASE SERVICE FEES	MONTHLY INSTALLMENT	HOURLY RATE EXCESS USAGE
July 1, 2018 – June 30, 2019	[REDACTED]	[REDACTED]	[REDACTED]
July 1, 2019 – June 30, 2020	[REDACTED]	[REDACTED]	[REDACTED]
July 1, 2020 – June 30, 2021	[REDACTED]	[REDACTED]	[REDACTED]

**800 BASE HOURS PER CONTRACT YEAR**

CONTRACT YEAR	ANNUAL BASE SERVICE FEES	MONTHLY INSTALLMENT	HOURLY RATE EXCESS USAGE
July 1, 2018 – June 30, 2019	[REDACTED]	[REDACTED]	[REDACTED]
July 1, 2019 – June 30, 2020	[REDACTED]	[REDACTED]	[REDACTED]
July 1, 2020 – June 30, 2021	[REDACTED]	[REDACTED]	[REDACTED]



900 BASE HOURS PER CONTRACT YEAR

CONTRACT YEAR	ANNUAL BASE SERVICE FEES	MONTHLY INSTALLMENT	HOURLY RATE EXCESS USAGE
July 1, 2018 – June 30, 2019	[REDACTED]	[REDACTED]	[REDACTED]
July 1, 2019 – June 30, 2020	\$1,415,500.18	[REDACTED]	[REDACTED]
July 1, 2020 – June 30, 2021	\$1,440,138.08	\$120,011.50	\$1,283.30