

FIRST AMENDMENT TO NEWS HELICOPTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO NEWS HELICOPTER SERVICES AGREEMENT ("First Amendment") is entered into as of the 29th day of December, 2020 (the "Execution Date"), by and among KDKA-TV/WPCW-TV, stations of CBS Broadcasting Inc., having a principal office located at One Gateway Center, Pittsburgh, Pennsylvania 15222 ("KDKA"), WPXI, LLC., d/b/a WPXI-TV, having an office located at 4145 Evergreen Road, Pittsburgh, Pennsylvania 15214 ("WPXI"), and Falcon Executive Helicopters, Inc., a Pennsylvania corporation, having a principal office located at 6 Bethany Drive, Pittsburgh, Pennsylvania 15215 ("Contractor") (KDKA, WPXI and Contractor sometimes hereinafter referred to collectively as "Parties" and individually as "Party").

WITNESSETH:

WHEREAS, as of November 27, 2017, KDKA and Contractor entered into that certain News Helicopter Services Agreement (the "Services Agreement"), the terms of which are incorporated herein by reference, wherein, among other things, KDKA engaged Contractor to provide certain Services;

WHEREAS, as permitted by the Services Agreement, effective October 31, 2019, KDKA and Contractor entered into the News Helicopter Services Renewal Agreement (the "Renewal Agreement"), the terms of which are incorporated herein by reference, wherein, inter alia, KDKA and Contractor agreed to renew the Agreement for one two-year term upon the terms and conditions set forth in the Renewal Agreement (the Services Agreement and the Renewal Agreement hereinafter referred to collectively as the "Agreement");

WHEREAS, KDKA desires to amend the Agreement to include WPXI as a party thereto;

WHEREAS, Contractor desires to permit the Agreement to be amended to include WPXI as a party thereto; and

WHEREAS, WPXI desires to be a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Effective Date. This First Amendment shall become effective as of January 1, 2021 (the "Amendment Effective Date"). WPXI shall join the Agreement by virtue of this First Amendment as of the Amendment Effective Date. For clarity, WPXI shall bear no responsibility for any obligations or liabilities arising prior to the Amendment Effective Date, which shall include any sharing of costs associated with repair to the aircraft

associated with the removal of ENG Equipment installed prior to the Amendment Effective Date.

3. **Second Renewal Term.** In exchange for the rights granted to KDKA and WPXI by Contractor under the Agreement, the Parties hereto agree that if Company intends to renew this Agreement for an additional two-year term - January 1, 2022 through December 31, 2023 (the "Second Renewal Term"), Company will notify Contractor, in writing, not later than June 30, 2021, of its desire to extend the Agreement for a Second Renewal Term. For ninety (90) days following receipt by Contractor of Company's notification of its intent to renew, Contractor and Company agree to negotiate exclusively with each other regarding the subject matter of the Agreement. For the avoidance of doubt, the Company and Contractor are free to negotiate and agree upon terms and conditions of the Agreement, including the Fees, to be applicable during the Second Renewal Term, which are different from the terms and conditions of the Agreement applicable as of the expiration of the Renewal Term. For purposes of clarity, to the extent that one of KDKA or WPXI, but not both stations, notify Contractor of an intent to renew this Agreement, the station that is not party to such renewal notice shall not be bound by such ninety (90) day exclusivity period.
4. **Parties to Agreement.** All references to "Company" in the Agreement shall refer to both KDKA and WPXI, or KDKA or WPXI, as the context requires, in order to effectuate the primary intent of the Parties to permit WPXI and KDKA to agree between themselves how and when to share use of the Aircraft.
5. **Several, Not Joint Liability.** Notwithstanding anything herein to the contrary, each of KDKA and WPXI shall be severally, but not jointly liable for the representations, covenants, warranties and obligations of each KDKA and WPXI under the Agreement. Similarly, as to any liability of Company arising under this Agreement, the liability of KDKA and WPXI, if any, shall be several, and not joint.
6. **Insurance.** Section 9 of the Agreement is hereby amended to add that Contractor shall include WPXI and its parent company, Terrier Media Buyer, Inc., as additional insureds on the policies referenced in Section 9(a). Further, Section 9(a) is amended to add that Contractor's insurance company shall waive its rights of subrogation against WPXI and, as applicable, Terrier Media Buyer, Inc.
7. **Instructions.** Any instructions to operate the Aircraft ("Instructions") given by either KDKA or WPXI to the Contractor shall be deemed to have been given, and shall be binding on, both KDKA and WPXI for all purposes of the Agreement, and the Contractor shall have the right to rely on any such Instructions as given.
8. **Consent.** No consent, approval, waiver or other notice, excluding Instructions, given by Company shall be binding on Contractor unless such consent, approval, waiver or other notice is provided in a writing signed by both KDKA and WPXI. Any notice given by Contractor hereunder shall be provided to both KDKA and WPXI pursuant to the contact information provided to Contractor by both KDKA and WPXI, respectively.

9. Indemnification. Section 8(a) of the Agreement is hereby amended to add the following clause (c) after the word "Contractor" and before the period: "or (c) services provided by Contractor involving or relating to the Aircraft other than pursuant to the Agreement."

10. Notice. Section 15(a) of the Agreement is hereby amended to add the notice address for WPXI: WPXI, LLC, 4145 Evergreen Road, Pittsburgh, Pennsylvania 15214. If any notice provided by Contractor relates to a purported breach of this Agreement, termination or any legal claim, in addition to providing such notice to both KDKA and WPXI, a copy of such notice shall also be sent to Cox Media Group, 223 Perimeter Center Parkway NE, Atlanta, Georgia 30346, Attn: Legal Department, legalnotices@cmg.com.

11. Fees; Payment. The fourth and fifth sentences of Section 6(f) of the Agreement are deleted in their entirety and the following is inserted in lieu thereof:

"If the Company fails to pay the Minimum Usage Fee, in full, in accordance with this Section, and such failure, without written notice thereof from Contractor, is not cured within three (3) Business Days of the date the Minimum Usage Fee was due, or if Company fails to make any other payment in accordance with this Section, and such failure is not cured within five (5) Business Days after written notice from Contractor, Contractor shall not be required to provide the Services to Company until the Minimum Usage Fee or any other amounts not in dispute are paid. Not providing the Services until the Minimum Usage Fee or any other amounts not in dispute are paid in full shall not be deemed to be a Default (as defined below) by Contractor under this Agreement. For purposes of this Agreement, "Business Day" means any day except any Saturday, any Sunday, or any day which is a Federal legal holiday or any day on which banking institutions are authorized or required by law or other governmental action to close."

12. Effect of Amendment. Except as expressly provided in this First Amendment, and regardless of any and all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written between KDKA and WPXI with respect to the matters set forth in the Agreement, all other terms and conditions, and the obligations of Contractor, KDKA and WPXI, as set forth in the Agreement, will continue to apply in full force and effect.

13. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.


14. Authorized Signature. The execution of this First Amendment by each Party's representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of each Party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each Party has executed this First Amendment as of the Execution Date.

CONTRACTOR:

FALCON EXECUTIVE HELICOPTERS, INC.

By:  (Dec 29, 2020 16:33 EST)
Dan Sweazen, President

COMPANY:

CBS Broadcasting, Inc. d/b/a KDKA-TV/WPCW-TV

By:  (Dec 30, 2020 08:23 EST)
Signature

Print Name: Chris Cotugno

Title: Vice President, General Manager

COMPANY:

WPXI, LLC. d/b/a/ WPXI-TV

By:  (Dec 30, 2020 08:47 EST)
Signature

Print Name: Paul Curran

Title: Executive Vice President, Television