

June 1, 2016

Graham Media Group, Houston, Inc.  
8181 Southwest Freeway  
Houston, TX 77074

KHOU-TV, Inc.  
1945 Allen Parkway  
Houston, TX 77019

Telemundo of Texas, LLC  
1235 North Loop West Freeway, #125  
Houston, Texas 77008

Re: Helicopter News Gathering

Ladies and Gentlemen:

This letter agreement (this “Letter Agreement”) and the term sheet attached as Exhibit A (the “Term Sheet”, and together with the Letter Agreement, this “Agreement”) together set forth the agreement among Fox Television Stations, LLC (together with its controlled affiliates, “Fox”), Graham Media Group, Houston, Inc. (together with its controlled affiliates, “Graham”), Telemundo of Texas, LLC (together with its controlled affiliates, “Telemundo”), and KHOU-TV, Inc. (together with its controlled affiliates, “TEGNA”) (Fox, Graham, Telemundo, and TEGNA, each a “Party” and collectively, the “Parties”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Term Sheet. This Agreement sets forth the understanding among Fox, Graham, Telemundo, and TEGNA regarding local TV news gathering via helicopter (the “Service”) in the Houston, Texas, designated market area (“DMA”) as defined by Nielsen.

1. Definitive Agreements. By executing this Letter Agreement, each of the undersigned Parties acknowledges and agrees that this Agreement constitutes its binding agreement with respect to the transactions contemplated by this Agreement. For the sake of clarity, the Parties acknowledge that they have agreed to the terms and conditions of the Term Sheet.

2. Authorization. Each of the Parties hereby represents and warrants to the other Parties that (a) it has the requisite corporate power and authority to enter into this Agreement and to perform its obligations set forth in this Agreement, and all requisite corporate or similar action has been taken to allow for such grant and performance and no further board, committee, or shareholder approval of such Party is required, and (b) the person signing this Letter Agreement on behalf of such Party is duly authorized to execute and deliver this Letter Agreement on its behalf and, by doing so, intends for such Party to be legally bound hereby.

3. Term; Termination. The term of this Agreement will be from June 1, 2016, through December 31, 2019 (“Term”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the event that any Pool 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 Pool 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 Service Agreement, (ii) the non-defaulting Pool 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) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

4. Assignability. None of the rights of any Party hereunder may be assigned, nor may any of the obligations of any Party hereunder be delegated, without the prior written consent of the other Parties, provided, each Party may assign this Agreement and its rights, interests and obligations hereunder to any of its controlled affiliates without obtaining such consent but only in connection with a transfer of the Service Agreement to the same entity. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Further, this Agreement may be assigned upon prior written notice to the other Parties to any entity that acquires such Party’s FCC license to operate the participating station.

5. Fees and Expenses. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Indemnification; Limitations of Liability. Each Party shall fully indemnify, defend, and hold harmless the other Parties, and their respective directors, officers, agents, employees, licensees, assignees and successors against all damages, claims, losses, expenses and liabilities (including, but not limited to, expenses for reasonable legal fees and disbursements) incurred by such other Parties as a result of a third-party claim arising out of: (i) negligent or intentional acts or omissions of the indemnifying Party related to newsgathering or other activities for the Service (as defined below); (ii) the modification (including but not limited to the addition of text or audio) by the indemnifying Party of any video generated from the Service (as part of any news story or otherwise), except to the extent the claim arises due to the negligent or intentional acts of the newsgathering Party; (iii) the breach or alleged breach by indemnifying

Party of any of the warranties, representations, or provisions contained in this Agreement; (iv) loss, injury, or damage sustained by such Party's employees in connection with the performance of this Agreement, or (v) labor relations claims or other employment claims brought by or on behalf of the employees or former employees, consultants or former consultants of the indemnifying Party, including without limitation any such claims based on joint employer or similar theory and any claims caused by, arising under, or as a result of any collective bargaining agreement to which the indemnifying Party's employees are or may be subject. Except with respect to the Parties' indemnification obligations under this Section 6, in no event shall any Party be liable to the others for any special, indirect, consequential, exemplary or punitive damages (including loss of anticipated revenues or profits, failure to realize expected savings, expenses of investigation, enforcement and collection and attorneys' and accountants' fees and expenses) arising from any claim relating to this Agreement or any of the services provided hereunder, whether such claim is based on warrant, contract, tort (including negligence or strict liability) or otherwise, even if any authorized representative of such Party is advised of the possibility or likelihood of the same.

7. Employment Matters.

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

[REDACTED]

8. FCC Compliance. Each Party represents and warrants (i) that it pursues an active policy to ensure compliance with Sections 317 and 507 of the Communications Act and Section 73.1212 of the Federal Communications Commission's regulations; (ii) that it will disclose to appropriate management personnel of the other Parties any payments, services, or other valuable consideration received, directly or indirectly, in exchange for offering any material to be broadcast under this Agreement; and (iii) that it will timely disclose to the other Parties any information appropriate to assisting the other Parties in complying with the sponsorship identification requirements of the Federal Communications Commission with respect to material offered for broadcast under this Agreement.

9. Insurance. Each Party shall procure and maintain all insurance coverages set forth below, each with an insurer rated A-/VII or higher by A.M. Best's Insurance, to protect from claims arising as a result of the negligence of such Party in its performance under this Agreement. Alternatively, any Party may satisfy any or all of the insurance requirements set forth below through self-insurance.

(a) Statutory Workers' Compensation as required by state law and Employer's Liability with a minimum limit of [REDACTED].

(b) Commercial General Liability insurance including product and completed operations liability with the following minimum limits for Bodily Injury and Property Damage: [REDACTED]

(c) Business Automobile Liability Insurance covering all vehicles used in connection with this Agreement, covering Bodily Injury and Property Damage with a minimum of [REDACTED].

(d) Non-owned Aircraft Liability Insurance with an A Best Rated Insurance Company, in an amount not less than [REDACTED], with the other Parties to the Agreement named as additional insureds on said policy for bodily injury liability and property damage liability coverage.

Each Party will promptly replace any cancelled policy with a substantially similar policy or with a notice of self-insurance. At any Party's request, the other Parties shall provide a certificate of insurance or evidence of self-insurance, to show the existence of all insurances set forth above.

10. Choice of Law and Jurisdiction. This Agreement shall be in all respects governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws rules.

11. Confidentiality; Publicity. None of the Parties nor any of their respective officers, directors, employees, agents or representatives will disclose to any third party the subject matter of this Agreement or the transactions contemplated hereby or any other non-public

information concerning any Party or the transactions contemplated by this Agreement, as applicable, that may be provided by any Party or their respective representatives, as applicable, except for such disclosure as may be required by law, applicable securities exchange or legal process. To the extent any Party receives a press request for comment about this Agreement, such request shall be directed to the Party's News Director or General Manager and the Parties shall cooperate to prepare a mutually agreeable standardized response.

12. Amendment; Waiver. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party or Parties against whom enforcement of the amendment, modification, discharge or waiver is sought. No delay or failure at any time on the part of any Party in exercising any right, power or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power or privilege, or be construed as a waiver of such provision, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

13. Entire Understanding. This Agreement embodies the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior written or oral commitments, arrangements or understandings with respect thereto (excluding the Confidentiality Agreement between the Parties and the Service Agreement, which expires on December 31, 2019).

14. Force Majeure. Other than the obligations set forth in paragraph 5 of the Term Sheet, no Party shall be liable for its delay or failure to any part of this Agreement if such delay or failure to perform is caused directly or indirectly by a Force Majeure event. "Force Majeure" means any delay or failure of a Party to perform its obligations that is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence. By way of example, this includes acts of God; restrictions or prohibitions imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; sabotage; inability to obtain power; strikes; labor disputes; or court injunction or order.

15. Headings. The headings of the paragraphs of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be expressed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Survival. The covenants and agreements which by their terms contemplate performance after the termination of this Agreement shall survive the termination indefinitely.

18. Severability. If any part of this Agreement is held to be invalid or unenforceable under the laws of any jurisdiction where this Agreement is to be governed or sought to be enforced, the remaining provisions shall be enforceable to the maximum extent

permitted by law; provided that, the remaining provisions effectuate the intent of the parties as manifested herein.

19. Further Assurances. The Parties agree to take such actions and execute such documents as may be reasonably required to fully carry out the purposes of this Agreement.

(SIGNATURE PAGE FOLLOWS)

To acknowledge your agreement with the terms and conditions of this Agreement, please countersign below. This Letter Agreement may be executed in counterparts, and signatures delivered via facsimile, each of which will be an original and all of which together constitute one agreement.

Very truly yours,

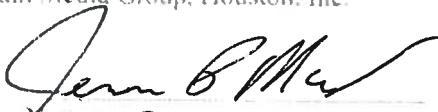
FOX TELEVISION STATIONS,  
LLC

By: 

Name: David M. Keneipp  
Title: Senior Vice President


Acknowledged and Agreed,  
as of June 2, 2016:

Graham Media Group, Houston, Inc.

By:   
Name: Jerome P. Martin  
Title: V.P. General Manager KPRC


Acknowledged and Agreed,  
as of June 1, 2016:

KHOU-TV, Inc.

By:   
Name: SUSAN A. McELROON  
Title: PRESIDENT, GENERAL MANAGER

Acknowledged and Agreed,  
as of JUNE 1, 2016:

Telemundo of Texas, LLC

By:   
Name: TONY CANALES  
Title: PRES & GM

## HELICOPTER POOL VIDEO SHARING

1. Pool Arrangement.

[illegible]



[REDACTED]

3. **Non-Pool Use of Pool Helicopter.**

a. **Enterprise Flights.**

[REDACTED]

b. **Morning Hours.**

[REDACTED]

c. **Priority.**

[REDACTED]

4. **Pool Video.**

a. **Use and Sharing of Pool Video.**

[REDACTED]

b. **Sale to Third Parties.**

[REDACTED]

c. **Parties' Responsibilities.**

[REDACTED]

5. **Fees and Payment.**

a. **Fees for Overages.**

[REDACTED]

[REDACTED]

b. Sales to Third Parties. [REDACTED]

[REDACTED]

c. Use in Independent Programs. [REDACTED]

[REDACTED]

6. Operating Conditions.

a. Helicopters Inc. Responsibilities. [REDACTED]

[REDACTED]

b. Maximum Occupancy on Pool Helicopter. [REDACTED]

[REDACTED]

c. Use of Pool Video. [REDACTED]

[REDACTED]

7. **Pilots and Photographers.** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8. **Dispute Resolution.** [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]