

HELICOPTER SHARING AGREEMENT

This Helicopter Sharing Agreement (this “**Agreement**”) is entered into as of the 1st day of July, 2015 by and among a CBS Television Stations, Inc., operator of television station KCNC-TV, located at 1044 Lincoln Street Denver, CO 80203 (“**KCNC**”), Multimedia Holdings Corporation d/b/a KUSA-TV, operator of television station KUSA-TV, located at 500 Speer Blvd Denver, CO 80203 (“**KUSA**”), Scripps Media, Inc. d/b/a KMGH, operator of television station KMGH-TV, located at 123 Speer Blvd Denver, CO 80203 (“**KMGH**”), and Tribune Broadcasting Denver, LLC, operator of television station KDVR-TV, 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 Service Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Stations have entered into a Helicopter Service Agreement with a commencement date of July 1, 2015 (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, having the ability to direct the collection of aerial footage of news events requires the investment of significant capital, which is more efficiently done by sharing the expense on a pro-rata basis;

WHEREAS, commercial licensing rates for news video are unlikely to materially reduce the Stations’ expense of securing such aerial footage;

WHEREAS, the parties would permit third parties to join this Agreement and the accompanying Helicopter Service Agreement provided that such third parties become signatories to this Agreement and the accompanying Helicopter Service Agreement and are obligated to share all expenses pro rata; 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 Service 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 [REDACTED] flight hours unless the Stations unanimously agree to exceed [REDACTED] 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)



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)



[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

3. TRANSFER OF RIGHTS IN VIDEO.

(a)

[REDACTED]

(b)

[REDACTED]

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h) [REDACTED]

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. [REDACTED]

[REDACTED] 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 [REDACTED] 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 Service 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.

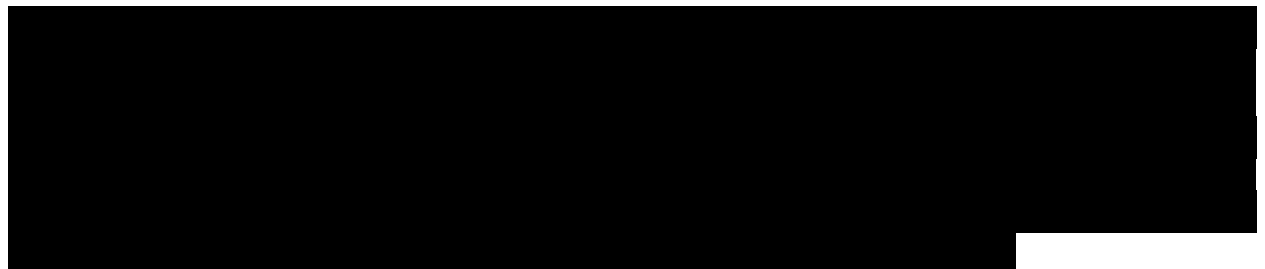
[REDACTED]

7. TERM; TERMINATION.

(a) The initial term of this Agreement shall be three (3) years, commencing on July 1, 2015 (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for an additional two (2) year period (the “**Renewal Term**,” and collectively with the Initial Term, the “**Term**”) unless the Stations collectively elect not to renew the Helicopter Service Agreement for the renewal term contemplated therein. If any Station(s) elect(s) not to renew its or their participation in the Helicopter Service Agreement in accordance with the terms of Section 2 of the Helicopter Service Agreement, then as long as at least two (2) Stations remain parties to the Helicopter Service Agreement for its renewal term, this Agreement shall remain in effect for the Renewal Term hereof with respect to all such Stations. 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 with respect to all Stations, this Agreement shall immediately terminate, effective on the termination date of the Helicopter Service Agreement.

(c) [REDACTED]



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 Service 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 Service 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 Service 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 Service 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 Service 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 Service 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 Service Agreement.

(b) The proviso contained in Section 15(a) notwithstanding, each Station agrees that during the Term and for a period of three (3) 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: Brad Remington, 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 Service Agreement, with respect to any actions to be taken by the Stations under this

Agreement or the Helicopter Service 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:  7/1/15
WALTER DEHAVEN
VICE PRESIDENT & GENERAL MANAGER

KUSA-TV

By: _____
MARK CORNETTA
PRESIDENT & GENERAL MANGER
KUSA / KTVD

KMGH-TV/AZTECA AMERICA COLORADO

By: _____
BYRON GRANDY
VICE PRESIDENT & GENERAL MANAGER

KDVR-TV

By: _____
PETER MARONEY
PRESIDENT & GENERAL MANAGER
FOX 31 KDVR / KWGN – CW2


Agreement or the Helicopter Service 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: _____
WALTER DEHAVEN
VICE PRESIDENT & GENERAL MANAGER

KUSA-TV

By:  6/30/15
MARK CORNETTA
PRESIDENT & GENERAL MANGER
KUSA / KTVD

KMGH-TV/AZTECA AMERICA COLORADO

By: _____
BYRON GRANDY
VICE PRESIDENT & GENERAL MANAGER

KDVR-TV

By: _____
PETER MARONEY
PRESIDENT & GENERAL MANAGER
FOX 31 KDVR / KWGN – CW2

Agreement or the Helicopter Service 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: _____
WALTER DEHAVEN
VICE PRESIDENT & GENERAL MANAGER

KUSA-TV

By: _____
MARK CORNETTA
PRESIDENT & GENERAL MANGER
KUSA / KTVD

KMGH-TV/AZTECA AMERICA COLORADO

By:  for Brad Remington
~~BYRON GRADY~~ Brad Remington 6/30/15
VICE PRESIDENT & GENERAL MANAGER

KDVR-TV

By: _____
PETER MARONEY
PRESIDENT & GENERAL MANAGER
FOX 31 KDVR / KWGN – CW2

Agreement or the Helicopter Service 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: _____
WALTER DEHAVEN
VICE PRESIDENT & GENERAL MANAGER

KUSA-TV

By: _____
MARK CORNETTA
PRESIDENT & GENERAL MANGER
KUSA / KTVD

KMGH-TV/AZTECA AMERICA COLORADO

By: _____
BYRON GRANDY
VICE PRESIDENT & GENERAL MANAGER

KDVR-TV

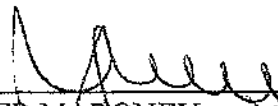
By:  _____
PETER MARONEY
PRESIDENT & GENERAL MANAGER
FOX 31 KDVR / KWGN - CW2
*Senior Advisor
Vice President, Finance*

EXHIBIT A

Regular Flight Periods

[REDACTED]

EXHIBIT B

Operational Guidelines and Requirements

1. Helicopter Launch Notification.

[REDACTED]

2. Breaking News Launch.

[REDACTED]

3. Video Obtained During a Breaking News Flight.

[REDACTED]

4. Transmission and Receipt of Video.

[REDACTED]

5. Priority of Breaking News Video.

[REDACTED]

[REDACTED]

6. Enterprise story outside metro area.

[REDACTED]

7. Enterprise Flight Hours.

[REDACTED]

Quarterly Schedule for Station Dispatch and Flight Following Responsibilities

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]	[REDACTED]
------------	------------

[REDACTED]

[REDACTED]

[REDACTED]