

STATE OF NORTH CAROLINA    )  
  )    HELICOPTER SERVICE  
COUNTY OF UNION                                    )    AGREEMENT

THIS AGREEMENT ("Agreement") is entered into the [REDACTED], by and between U.S. Helicopters, Inc., a North Carolina corporation, hereinafter referred to as "U.S.", and Scripps Media, Inc. d/b/a KNXV-TV and KASW-TV, and NW Communications of Phoenix, Inc. d/b/a KSAZ-TV, and KPNX-TV, a division of Multimedia Holdings Corporation, and KPHO Broadcasting Corporation, hereinafter referred to as "Stations". This Agreement is made between the parties for the provision of, and payment for, a helicopter and related services.

1. **Ownership.** U.S. is the owner of [REDACTED] Eurocopter AS350B2, hereinafter referred to as "helicopter" and has the authority to enter into a Service Agreement providing the exclusive use of said Helicopter to Stations. This helicopter and any others provided as backup have current FAA Certificates of Airworthiness.
2. **Stations.** Stations have the authority to enter into a Service Agreement for exclusive use of said helicopter in accordance with the terms and conditions as set forth herein.
3. **Consideration.** The mutual promises and covenants contained herein are consideration for the entering into of this contract between U.S. and Stations, including specifically but without limitation the payments to be made by Stations to U.S. as set forth herein.
4. **Term.** U.S. hereby agrees to make available exclusively to Stations for a term of [REDACTED] years, effective on [REDACTED] until [REDACTED], a helicopter equipped as specified herein.
5. **Location.** During the term of this Agreement, the helicopter shall be hangered at a site to be selected by U.S., which will allow U.S. to carry out its commitments to Stations as set forth herein. Said hangar to be at the expense of U.S. The parties agree that the helicopter will be based at Scottsdale Airport, or another future location that may be mutually agreed to by U.S. and Stations.
6. **Maintenance and Fuel.** U.S. agrees that as part of the fee as set out herein, all maintenance, fuel, and all of the goods and services related to the operation of the helicopter as outlined in this Agreement will be provided at the expense of U.S.; provided however that said items to be provided by Stations as set forth herein will be provided at the sole expense of Stations.
7. **Repair.**
  - a. U.S. shall maintain the helicopter and all components installed by U.S. therein in good repair in accordance with the requirements of the Federal Aviation Administration. U.S. represents and warrants that during 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, to the extent they need to be replaced and repaired shall be replaced or repaired with F.A.A. certifiable replacement parts consistent with those used in the manufacturing of the helicopter,

- b. Any equipment on the helicopter owned or provided by Stations shall be the sole responsibility of Stations to license, insure, maintain, and repair.
8. **Certificate.** Helicopter shall have a valid FAA Air Carrier Operating Certificate and FAR Part 91 program certification provided by U.S.
9. **Maintenance Schedule.** U.S. agrees to make every reasonable effort to schedule maintenance outside of the designated Stations broadcast rating periods which may occur during the term of this Agreement. Stations agree to provide U.S. with a list of specific dates, including months and days during which rating periods will occur on a schedule and in a time sufficient to assist U.S. in the effort of scheduling said maintenance. In no event shall the notification of rating periods to U.S. by Stations occur less than █ months before said rating period begins. U.S. will retain appropriate mechanics to be on call to perform said maintenance when the need arises.
10. **Backup.** If the helicopter is inoperable due to scheduled or unscheduled maintenance, U.S. will provide a backup helicopter to Stations after the primary helicopter has been out of service for more than █ hours in the event that Stations deems it necessary to do so at that time. The backup helicopter may or may not be equipped with gyro stabilized camera or microwave equipment. Any such flight time utilized with a backup helicopter will be deducted from the regular contractual flight hours unless otherwise agreed upon by Stations and U.S. U.S. and Stations will evenly divide any costs associated with the backup helicopter during the first █ hours of utilization. One half of all flight time during the first █ hours of use will be accrued against the normal contractual flight hours. If the out of service time for unscheduled maintenance exceeds █ hours, U.S. will provide a backup helicopter at its sole expense from that time forward should the stations deem it necessary to do so at that time. Additionally, all flight time with the backup helicopter from that point forward will be deducted from the normal contractual flight hours. If the Stations remove the helicopter from service to install or repair any station owned equipment, or any other reason and requests a backup helicopter during this time, the cost of the backup helicopter will be at the Stations' expense, however U.S. will oversee and coordinate the dispatch of the backup helicopter for the Stations.

11. **Liability Insurance.**

U.S. agrees that during the term of this Agreement, unless otherwise agreed upon by the parties, that it will maintain an aircraft bodily injury and property damage liability policy by an AM Best A-rated insurance company in an amount not less than [REDACTED] dollars ([REDACTED]) aviation liability insurance combined single limit, including passenger bodily injury. U.S. shall also have Stations, and their respective parent companies, subsidiaries, officers, directors, employees, and affiliates named as additional insureds on said liability policy and Stations shall receive the certificate of insurance showing said coverage, as well as a [REDACTED] day advance written notice of any changes (except premium billing), including cancellation of said policy. The certificate of insurance shall also provide evidence of the workers compensation insurance required of U.S. under paragraph 12.a and the Aircraft Physical damage Insurance required of U.S. under paragraph 14.b. In the event that the foregoing insurance coverage is canceled or reduced, and notwithstanding the provisions of paragraph 29 hereof, Stations shall have the right to terminate this Agreement immediately without incurring any liability whatsoever, provided said insurance coverage cannot be amended to satisfactory standards at least [REDACTED] days prior to the pending cancellation or reduction

Each Station agrees that during the term of this agreement, unless otherwise agreed upon by the parties, it will maintain property damage insurance on all equipment owned or operated by such Station installed or used with the helicopter to be provided as part of this Agreement.

#### **12. Worker's Compensation Insurance.**

- a. U.S. shall provide worker's compensation insurance for all employees of U.S. whether the same be pilots, mechanics, camera operators, or otherwise associated with the use of said helicopter.
- b. Each Station shall provide worker's compensation insurance for any employees of such Station flying in, working on said helicopter.

#### **13. Indemnification.**

- a. U.S. shall indemnify, defend, and hold harmless Stations and their respective parent companies, subsidiaries, officers, directors, employees, or affiliates for and against any and all claims, causes of action, actions, demands, claims for attorney's fees, damages, and/or accounting, for any and all claims including but not limited to claims for personal or bodily injury, wrongful death, negligence, trespass, or property damage arising out of the ownership or operation of the helicopter by U.S., its employees or agents, or due to the performance or lack thereof by U.S. of any obligations set forth in this agreement; provided however that U.S. shall not be required to indemnify or hold harmless Stations for any injury or damages due to the negligence or misconduct of Stations, its employees, or agents. U.S. shall, upon receipt of the presentation of any claim or notification of the institution of such action, with

respect to which indemnification might be required hereunder, promptly notify Stations of the presentation of such claim or institution of such action, and U.S. shall promptly undertake the defense thereof. Stations (or either of them) shall have the right to participate with their own counsel in any such defense.

- b. Each Station shall indemnify, defend, and hold harmless U.S. and its officers, directors, employees, subsidiaries, and affiliates against any and all claims, causes of actions, actions, demands, claims for attorneys' fees, damages, and/or accounting for any and all claims including but not limited to claims for personal injury, wrongful death, negligence, trespass, or property damage arising out of the negligence or misconduct of such Station or its employees or agents or due to the performance or lack thereof by such Station of any obligation set forth in this Agreement; provided however that a Station shall not be required to indemnify or hold harmless U.S. for any injuries or damages due to the negligence or misconduct of U.S., its employees, or agents.

#### 14. Equipment

a. **Stations Equipment.** U.S. shall not be responsible for damage to or loss of equipment owned, used, or provided by Stations in connection with this Agreement, except to the extent caused by U.S.'s negligence or willful misconduct. U.S. shall not be responsible for maintenance or repair to any equipment owned, used, or provided by Stations in connection with this Agreement.

- b. **U.S. Helicopter.** Stations shall not be responsible for damage to or loss of any helicopter owned, used, or provided by U.S. in connection with this Agreement. Stations shall not be responsible for maintenance or repair to any helicopter owned, used, or provided by U.S. in connection with this Agreement. U.S. agrees to procure insurance (Aircraft Physical Damage - all risks) covering any loss or damage to any helicopter used or provided by U.S. in connection with this Agreement, and to have Stations, and their respective parent companies, subsidiaries, officers, directors, employees, and affiliates named as additional insureds named as additional insureds on said policy. U.S. further agrees to provide a waiver of subrogation from said insurance carrier against stations for any helicopter provided by, owned or used by U.S.

- 15. **Control.** Stations shall share control and direction of said helicopter with regard to time and location with the services of said helicopter are to be provided. The manner of work to be done, current control and direction of any flight, and whether any flight should take place shall be the sole prerogative of the pilot flying said Helicopter and shall always be done in accordance with the usual and customary practices of aviation with regard to flight safety and in compliance with all applicable F.A.A. regulations or rules, as well as any other statutory requirements, whether the same be state, federal, or local that may apply to the operation of said helicopter.



16. **Normal Maintenance Flight Time.** As this Agreement is for the shared use of the helicopter by Stations, all flight time utilized in the normal operation and routine maintenance or repair of the helicopter or crew training is considered part of the normal contractual flight hours and shall be charged equally to Stations as part of the normal contractual flight hours.
17. **Compliance with Rules.** Both parties agree to abide by, and cause its agents, employees, and assigns to abide by all rules, laws, regulations, and ordinances controlling or any way affecting the operation, use, or occupancy of said helicopter.
18. **Pilots.** Any pilot flying the helicopter shall be an employee or agent of U.S. All pilots assigned to fly helicopters shall have adequate flight experience in the helicopter such as to allow them to be accepted and qualified for any U.S. Aviation insurance program. All pilots shall carry all the current licenses necessary to authorize them to fly the helicopter as well as holding current medical certificates and other documents necessary to operate said helicopter. Stations require pilots to have a minimum [REDACTED] total flight hours with [REDACTED] hours in helicopters. Upon Stations' request U.S. shall provide to Stations copies of the pilots' current licenses and medical certificates. All pilots who fly the helicopter shall be subject to U.S.'s F.A.A. approved drug and alcohol testing program. Stations shall have a continuing right to accept or reject any pilot whose services are furnished hereunder for any legal reason. If at any time Stations reject any pilot, then U.S. shall furnish the services of another pilot or pilots until such time as Stations have accepted one or more pilots.
19. **Qualification and Experience.** U.S. shall cause its pilots to complete an approved U.S. Helicopters, Inc. flight training and ground school program and carry a current commercial rotorcraft helicopter rating, medical certificate, registration and license, as well as any other documents necessary to operate said helicopter. Said pilots shall also be subject to any additional certifications or requirements as may be needed from time to time during the term of this Agreement by insurance carriers of U.S. or Stations so as to enable the parties to maintain appropriate levels of insurance coverage.
20. **Flight Safety.** Stations specifically agree that the pilot of said helicopter has full and final control of said Helicopter and may cancel any flight directed by Stations when the pilot considers said flight to be unsafe due to maintenance, weather conditions, or any other factor that the pilot considers relevant in his sole determination in determining whether or not it is safe to fly said helicopter.
21. **Pilot & Camera Operator Availability.** [REDACTED] pilot and [REDACTED] photographer (hereinafter referred to as "crew") will be available during the term of this

Agreement from 5:00 a.m. until 2:00 p.m., with another crew available from 2:00 p.m. until 11:00 pm, Monday through Friday, and said crew shall be available at a place convenient to the helicopter and the needs of the Stations within normal operational and regulatory constraints. It is understood that crew requires up to [REDACTED] hour to perform the necessary aircraft pre-flight inspection and documentation before flying, and said pre-flight shall begin when the crew arrives at the hangar in accordance with the above listed times. Stations agree that when crew services are provided at times other than those that Stations and crew agree as normal start and stop times, or during any standard U.S. company holiday (as listed in Exhibit E for [REDACTED]) that Stations will be solely responsible for any fees due crew for hours in excess of [REDACTED] hours per day. Stations agree that crew will be allowed [REDACTED] hour for lunch break, but will be available to the Stations during this time via pager or other means of communication.


The overtime fees for said crew is as follows:

Pilots:	\$ [REDACTED] per hour for each duty hour worked
Camera Operators:	\$ [REDACTED] per hour for each duty hour worked

A [REDACTED] hour minimum call-out will apply to these rates. During overtime call-outs, the crew will be at the hangar ready to fly no more than [REDACTED] minutes after being contacted by the Stations. However, in the event that the crew is operating within its normal start and stop time, then the minimum [REDACTED] hour call-out will not apply, and only the exact additional hours crew works before or after normal start and stop times shall be applicable. Crew will submit to Stations on appropriate form all overtime hours during a set period, and Stations agree to pay for any overtime hours (plus any applicable FICA fees that may apply) utilized during the course of the contract. Any fees owed to the crew for overtime or any other services provided by pilot to Stations, for any reason, shall be billed to Stations through U.S., and Stations shall pay U.S. for said expenditure, and U.S. in turn will reimburse crew, less any applicable Federal or State taxes.

**22. Paint.** The overall paint color scheme will remain. Notwithstanding the provisions of "Exhibit D", attached hereto and incorporated by reference herein, at the end of this Agreement U.S. shall have the right to have said helicopter repainted and to have all Stations owned or utilized equipment removed by vendors selected by U.S. The removal of said equipment and any painting shall be done only by U.S. selected vendors and at a place to be selected by U.S. The removal of all such equipment, and any repairs necessary to be done to said helicopter for the removal of said equipment shall be at the cost of Stations, and U.S. shall invoice Stations within [REDACTED] days of the cost of the same and Stations shall pay said invoice within [REDACTED] days of receipt of U.S.'s invoice. Any cost for repainting of the helicopter shall be at the expense of U.S. All flight time shall expire on the last day of this

Agreement, and any flight time necessary beyond the last day of this Agreement to reposition the helicopter to the completion center for removal of said microwave equipment shall be at the expense of U.S., unless otherwise agreed upon between Stations and U.S.

**23. Payment and Fee Schedule.** 

**24. Specifications.** Refer to Exhibit "A" for a breakdown of aircraft specifications.

**25. Assignment.** No party may assign its rights and obligations under this Agreement to any party without the prior written consent of the other party. Such consent shall be mutually agreeable and not withheld unreasonably provided the assignee agrees to assume and fully perform the obligations of the assignor under this Agreement. Notwithstanding the foregoing, either Station may assign its rights and obligations hereunder to any entity that controls, is controlled by, or is under common control with such Station, or to any entity that acquires the FCC license to operate such Station, without U.S.'s consent.

**26. Authority.**

*a. U.S. Helicopters, Inc.* U.S. hereby represents that this Agreement is being entered into by an officer or other person employed by U.S. with the authority to enter into such an Agreement, and who has the authority to bind U.S. to this contract.

*b. Stations.* Stations hereby represents that this Agreement is being entered into by an officer or other person employed by Stations with the authority to enter into such an agreement, and who has the authority to bind Stations to this Contract.

**27. Relationship.** This is an independent contractor agreement. The parties are agreeable to a relationship between Stations and U.S. as restricted to this Agreement. Neither party nor any of their directors, officer, agents, employees, or assigns shall be deemed to be employees, agents, officers, directors, or assigns of the other, nor shall they have the right or authority to

create any obligation of any type, kind, or description, whether express or implied, on behalf of or in the name of the other party to this Agreement.

28. **Notices.** All notices or notifications required by this Agreement shall be in writing, delivered in person or sent by certified or registered mail, return receipt requested, or via documented overnight delivery to the respective party at said address as set forth herein, or at such address as the parties from time to time may designate in writing to the other party. For notices and notifications to U.S., notice shall be sent to U.S. Helicopters, Inc., Attn: General Manager, Highway [REDACTED] West, P.O. Box [REDACTED], Marshville, North Carolina [REDACTED]. For notices and notifications to Stations, notices shall be sent to KNXV-TV 15, Attn: General Manager, [REDACTED] North 44<sup>th</sup> Street, Phoenix, AZ [REDACTED] and KSAZ, [REDACTED] W Adams Street, Phoenix, AZ [REDACTED]. Attn: SVP/GM and Fox Television Stations, LLC, [REDACTED] S. Bundy Dr., Los Angeles, CA [REDACTED], Attn: Legal Department, and copies of notices to KNXV shall also be sent to Scripps Media, Inc., [REDACTED] Walnut Street, Suite [REDACTED], Cincinnati, OH [REDACTED], Attn: Legal Department and KPFX-TV, Attn: President and General Manager [REDACTED] E. Van Buren Street, Phoenix, AZ [REDACTED] and copies of notices to KPFX shall also be sent to TEGNA Inc., [REDACTED] Broad Street, Tysons, VA [REDACTED] Attn: Law Department ([lawdept@tegn.com](mailto:lawdept@tegn.com)), and KPHO Broadcasting Corporation, Attn: VP/General Manager, [REDACTED] N. 7<sup>th</sup> Ave., Phoenix, AZ [REDACTED].

29. **Breach.** This Agreement may be canceled by Stations, on the one hand, or U.S., on the other hand upon material breach by the other party of any of the terms or conditions contained herein; provided that in the event that any such breach is of a curable nature then the defaulting party shall have [REDACTED] [REDACTED] days after receiving notice of such default in accordance with this Agreement to cure any such default or breach, and in the event that such breach or default is cured, this Agreement shall remain in full force and effect.

30. **Cancellation.** The Stations, on the one hand, or U.S., on the other hand, shall have the option to cancel this Agreement in the event of any act of God, including but not limited to war, natural disaster, or other event or act of God which makes it impossible or impractical for one of the parties hereto to meet their obligations hereunder. In the event of an act of God which makes it impossible or impractical for one of the parties hereto to meet their obligations under this Agreement, the party desiring to terminate this Agreement shall notify the other party, and both of the parties hereto agree that after said notification they will attempt to renegotiate the terms and conditions of this contract in good faith. If, after attempting in good faith to renegotiate the terms of this contract, it is still impossible or impractical for one of the parties hereto to perform its obligations hereunder, either of the parties hereto may cancel this obligation by delivering notice of its intent to do so. Said notification of intent to cancel this contract after said attempt at renegotiation shall occur within [REDACTED] days of the first notification of the event that has given rise to the impossibility or impracticality of said party performing its obligations hereunder. In no event shall said notice give the



other party less than [REDACTED] days after the attempt to renegotiate this contract before said cancellation shall be effective.

If Stations determine that existing or future airspace restrictions or other restrictions on helicopter use in the Phoenix area, where permanent or temporary, impair or interfere with Stations' ability to utilize the services to be provided hereunder by U.S. for a period of at least [REDACTED] days, then Stations will have the right to suspend (during the effective period of the restrictions) this Agreement at any time upon written notice to U.S. The minimum annual hours set forth in paragraph 2 of this Agreement will be reduced pro rata during any period of suspension. Once the period of suspension has continued for a period in excess of [REDACTED] days, U.S. shall have the right to cancel this Agreement without penalty or damages, provided that after good faith negotiations U.S. and Stations are unable to agree upon a modification of the terms of this Agreement that would prevent cancellation.

31. **Cost Increase.** In the event the documented prices for common replacement parts or insurance exceed a price increase of [REDACTED]% above the documented price of that item as of [REDACTED], Stations shall compensate U.S. directly for an amount in excess of the [REDACTED]% price increase that U.S. may be subject to, until such time as the increase price regresses back to an amount of [REDACTED]% or less from the original effective price date as stated elsewhere in this covenant. In the event the cost of Jet fuel increases to an amount above \$[REDACTED] cents per gallon, then Stations shall reimburse U.S. for said additional amount in accordance with Exhibit B.
32. **Remedies.** No remedy hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative in addition to every other remedy.
33. **Disclosure.** The parties agree that they shall not publish or disclose in any manner whatsoever the terms and provisions of this Agreement without the other parties prior written consent. Each of the parties agrees not to disclose to any other person, firm, business, corporation, or other entity any confidential information concerning the other party. The term confidential information shall be defined to include, but shall not be limited to, any information not generally disclosed by the parties, or known in the trade, or known to the public concerning scheduling, programming, formatting of any news, sports, or other program produced by stations, personnel assignments and policies of stations and matters concerning the financial affairs and management of the Stations or U.S., or of any corporation or firm known by U.S. to be the parent, subsidiary, or affiliate of Stations or the maintenance schedules, operation rules and policies, customer list or pricing information of U.S., or any of the terms and conditions of this Agreement.

In furtherance of the foregoing and not by way of limitation, under no circumstances and at no time, either during or after the term, will U.S. directly or

indirectly disclose, divulge, render or offer any knowledge or information to any other person or party (including but not limited to one of the Stations) concerning matters to the Stations, or either of them, or the Footage, any of Stations' programming or affairs, or plans, including but not limited to story ideas, story content, works in progress, or news tips, all of which shall be deemed confidential information.

34. **Waiver.** A waiver of default shall not be a waiver of any other or subsequent default.
35. **Governing Law.** This Agreement shall be construed by and interpreted according to the laws of the State of North Carolina and shall be governed in all respects by the laws of the State of North Carolina.
36. **Construction.** None of the terms or conditions of this contract shall be construed against either of the parties to this contract because said term or condition, whether in whole or part, was written by or proposed by a particular party.
37. **Jurisdiction.** Any suit or proceedings brought forth by Stations in relation to this Agreement shall be held in the appropriate division of the North Carolina General Court of Justice sitting in and for Union County, North Carolina. Any suit or proceedings brought forth by U.S. in relation to this Agreement shall be held in the appropriate state court of general jurisdiction sitting in and for Maricopa County, Arizona.
38. **Attorney's Fees and Cost of Litigation.** In the event any action or proceeding is brought by any party to enforce this Agreement or any provision hereof, the prevailing party in any such action will be entitled to recover, in addition to any other relief, reasonable attorneys' fees, prejudgment interest, and costs; the total recoverable dollar value of such attorney's fees and costs having a limit of \$ [REDACTED] per action or proceeding, provided that the foregoing cap shall not apply to any action nor proceeding brought to enforce a party's rights under paragraph 13 of this Agreement.
39. **Entire Agreement.** This Agreement constitutes the full and complete understanding between the parties and supersedes all prior agreements and negotiations between the parties. The terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. All prior negotiations, conversations, and understandings entered into between the parties before the signing of this Agreement are hereby merged into this Agreement, and there are no agreements, understandings, or terms between the parties that are not contained herein.

40. **Modification.** This Agreement shall not be altered, amended, or otherwise modified except by the express written agreement between the parties, and signed by each of the parties hereto.
41. **Taxes and Fees.** Stations shall be responsible for any and all normal taxes associated with the helicopter service as provided by U.S. as charged by any state, federal, or local law that is currently now in existence or that may be enacted or implemented at a future date.
42. **Headings.** The headings in this Agreement are solely for convenience of reference and shall not effect interpretation of this contract.
43. **Severability.** If any term or provision of this Agreement, or application thereof to any of the parties hereto shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, so long as the general intent and material benefits negotiated by each of the parties shall not be substantially diminished or impaired and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
44. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all such counterparts together shall constitute one and the same instrument.
45. **Loss or Damage to Stations Equipment.** Stations bear full risk for any loss or damage to any equipment utilized on or attached to the helicopter and owned or provided by Stations, except for damage caused to such equipment by the negligence or willful misconduct of U.S. or its employees or agents.
46. **Ownership.** As between Stations and U.S., Stations shall own exclusively and in perpetuity all rights of whatever kind and character, throughout the universe and in any and all languages, in and to all photographs, film, videotape, and other live or recorded footage or coverage (collectively, "Footage") of every kind and nature made from the helicopter pursuant to this Agreement, as well as all elements thereof, and the results and proceeds of U.S.'s services hereunder for any and all uses and purposes of any nature whatsoever whether now known or hereafter devised and, accordingly, the Footage shall be deemed a work made for hire. To the extent that title to any such Footage may not otherwise vest in the Stations, or such Footage may not be considered works made for hire, U.S. hereby irrevocably assigns all right, title and interest therein to the Stations. All such Footage will belong exclusively to Stations, with the Stations having the right to obtain and to hold copyright registrations, patents and such other intellectual property protection as may be appropriate to the subject matter, and any extensions and renewals thereof. U.S. agrees to give Stations, and any person designated by Stations, reasonable assistance, at Stations' expense, in perfecting or evidencing the rights

defined in this Section 45, including, without limitation, by executing and delivering all documents reasonably requested by Stations for such purposes.

[SIGNATURE PAGE FOLLOWS]



This the [REDACTED] day of [REDACTED]

U.S. Helicopters, Inc.

By: Sandra J. Meath (SEAL)

Title: Corporate Secretary

Scrpps Media, Inc., dba KNXV-TV and KASW-TV

By: Anita Holt (SEAL)

Title: VP/GM

NW Communications of Phoenix, Inc, dba KSAZ-TV

By: L. J. Adams (SEAL)

Title: Executive Vice President

KPNX-TV, a division of Multimedia Holdings Corporations

By: Mark Conetta (SEAL)

Title: Vice President

KPHO Broadcasting Corporation

By: [Signature] (SEAL)

Title: VP/General Manager

EXHIBIT "A"

This is Exhibit "A", referred to in the foregoing Agreement commencing on the [REDACTED] [REDACTED] between U.S. and Stations and sets forth specifications and some of the responsibilities for the physical condition of the helicopter being provided under the Agreement.

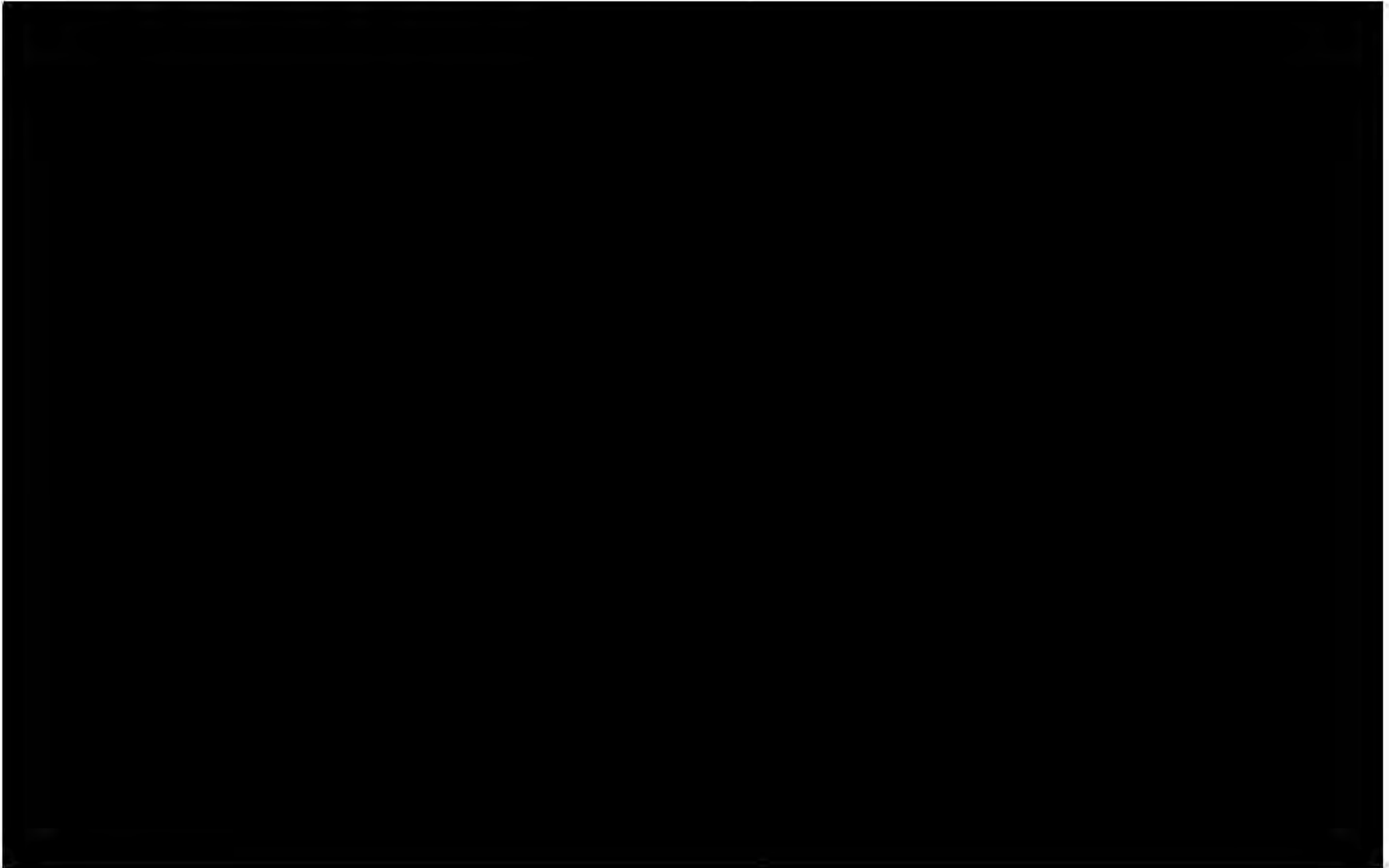


EXHIBIT "B"

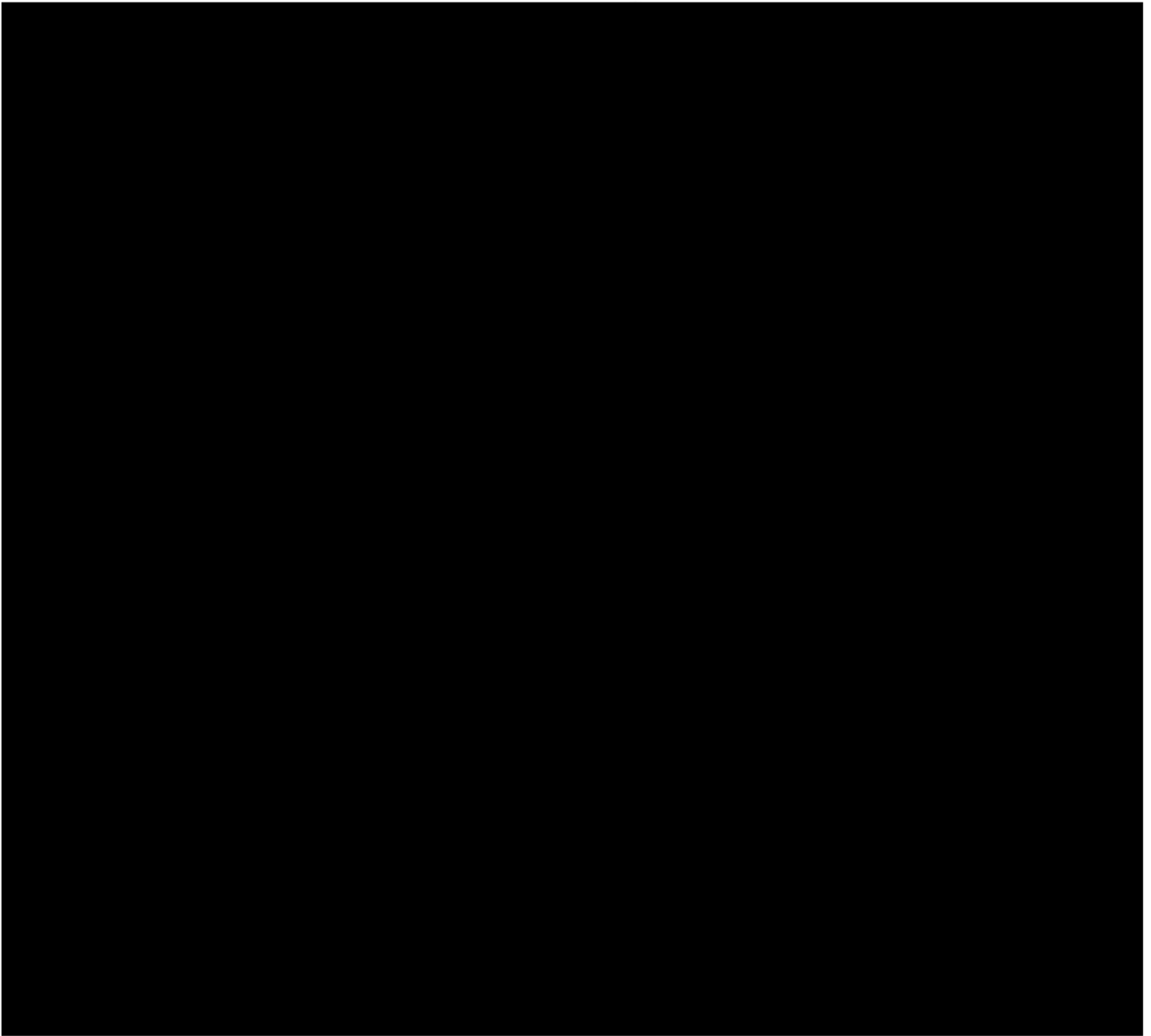


EXHIBIT E

Page 2

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EXHIBIT "C"

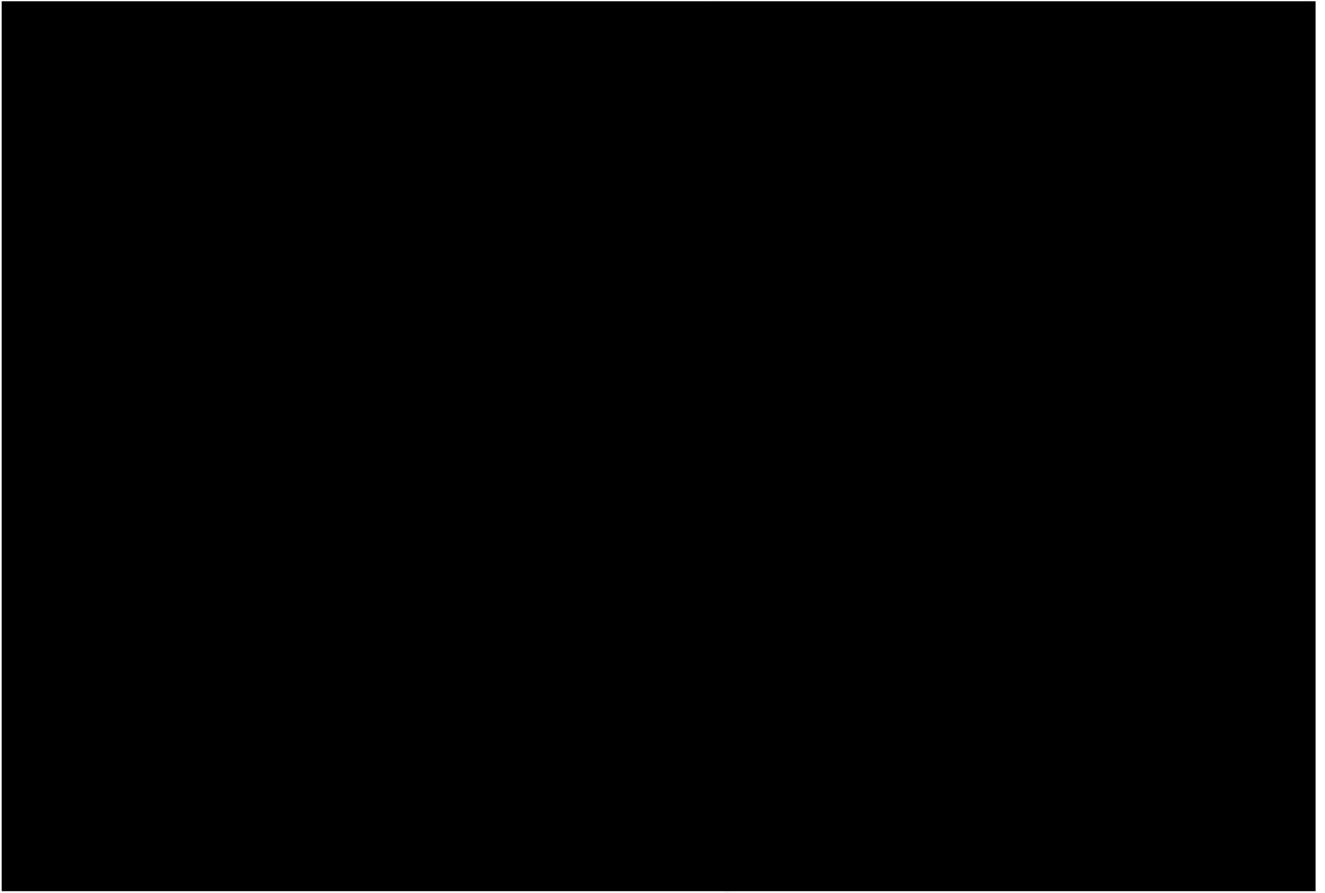


EXHIBIT "D"

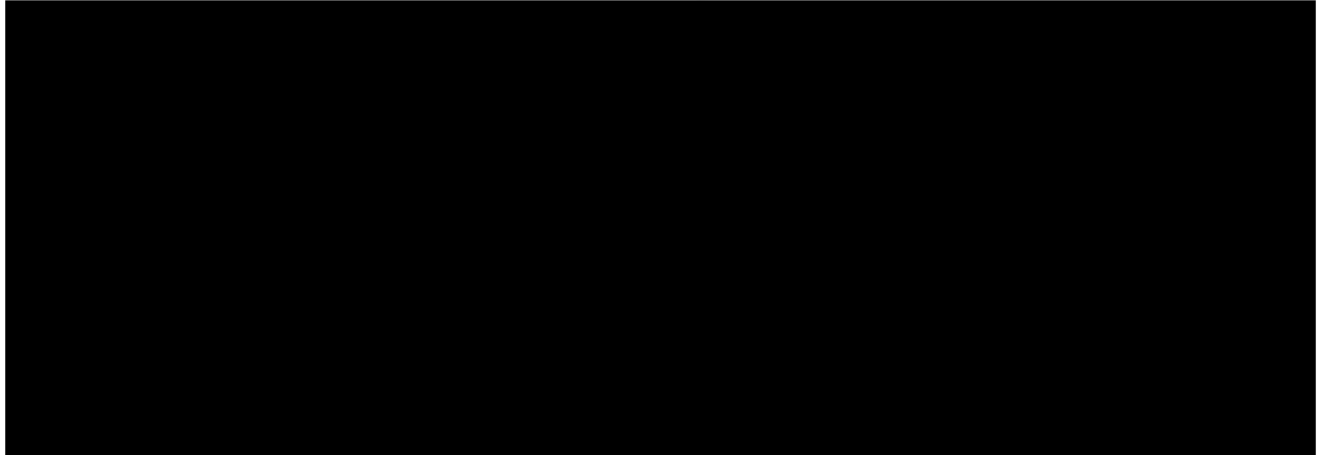


EXHIBIT "E"

US Helicopters, Inc.

[REDACTED]

[REDACTED]