

September 1, 2020

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 Graham Media Group, Houston, Inc. d/b/a KPRC-TV ( "Graham"), Fox Television Stations, LLC, on behalf of its television station KRIV ( "Fox"), KHOU-TV, Inc. ("KHOU"), and Telemundo of Texas, LLC ( "Telemundo") (Graham, Fox, KHOU and Telemundo, , 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 Graham, Fox, KHOU and Telemundo 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 commence on the first day of the calendar month following the date on which Helicopters Inc. notifies Graham, Fox and KHOU pursuant to the Service Agreement (as defined below) that the Pool Helicopter (as defined in the Term Sheet) is available for use with all applicable equipment installed thereon

(“Commencement Date”) and will remain in effect for a period of three (3) years thereafter (“Term”), provided, however, that if Graham, Fox, and KHOU enter into one or more short-term extension(s) of the Service Agreement while Graham, Fox and KHOU discuss the terms of a new or extended Service Agreement with Helicopters Inc., then this Agreement will be deemed to be automatically extended with respect to Graham, Fox and KHOU (and, at its option, which may be communicated via email to each of the other three Pool Stations, Telemundo) for a period of time commensurate with the length of any such short-term extension(s).

Notwithstanding the foregoing, in the event the Service Agreement terminates or expires during the Term of this Agreement with respect to all Pool Stations, this Agreement shall immediately terminate, effective on the termination date of the Service Agreement.

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) the Defaulting Station shall immediately accelerate and forward to Helicopters Inc. its share of the services fees required under the Service Agreement for the remainder of the term of the Service Agreement, except that if Telemundo is the Defaulting Station then Telemundo shall pay one-third of its share of the services fee to each of the other three Pool Stations.

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 (provided that, in the case of Graham, Fox and KHOU, there must be a corresponding 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. Except as expressly set forth in this Agreement and in the Helicopter Service Agreement (“Service Agreement”) between Helicopters Inc., on the one hand, and Fox, Graham, and KHOU, on the other hand, each Party shall be responsible for its own costs and expenses, including fees for professional services, if any, incurred in connection with this Agreement and the performance of its obligations hereunder. Each Station (other than Telemundo) hereby agrees to pay Helicopters, Inc. pursuant to the terms and conditions set forth in the Service Agreement. Telemundo agrees to pay the other Parties in accordance with paragraph 1 of the Term Sheet.

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) All employees that a Party assigns to the Service will remain at all times solely employees of such Party, subject solely to such Party's terms and conditions, policies and practices. The other Parties will not have the authority or right to hire, terminate, discipline, or otherwise affect the employment terms and conditions of another Party's employee; nor will the other Parties have the ability to effectively recommend that such Party's employee be hired, fired, disciplined or otherwise have his or her terms and conditions changed. The employing Party will provide written notice to its employees that it assigns to the Service making clear to them that they will continue to be employees of the employing Party and remain subject solely to such Party's employment terms, conditions, policies, practices and procedures. At all times the employing Party will be solely responsible for the terms and conditions of employment of the employees it provides to the Service, including being solely responsible for paying all salaries, benefits and expenses of, and all Social Security taxes, unemployment taxes, and any similar taxes relating to the employees it provides to the Service.

(b) The Parties each acknowledge and agree that: (i) no Party is a single or joint employer with any other Party or Parties; (ii) no Party has any control or supervisory authority over the employees of any other Party; (iii) each Party will be solely responsible for conducting and managing its own labor relations, either on an individual level with its employees or with any labor organization either representing or seeking to represent such Party's employees; and (iv) no Party has any authority to bind the other Parties to any labor contract or provision thereof with a third party and no Party will make any representations to the contrary. In the event that any Party becomes aware that an actual or potential labor dispute may prevent or threaten to prevent timely performance under this Agreement, that Party shall provide the other Parties with notice of the same within 24 hours of becoming so aware.

(c) Each Party will provide reasonable cooperation to the other Parties in connection with the investigation or discipline of any other Party's employees assigned to the Service. While any Party may request that another Party no longer utilize a particular individual for the Service, all Parties understand and agree that none of them has the authority to terminate the employment of the others' employees or otherwise to require the removal of another Party's employee(s) from the Service.

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] each accident, [REDACTED] each disease, [REDACTED] policy limit.

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

(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] combined single limit per accident.

(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.

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: Executive Vice President

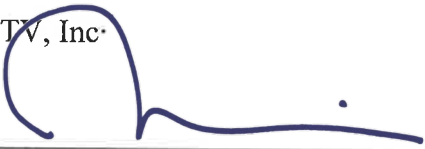
Acknowledged and Agreed,  
as of October 29, 2020:

Graham Media Group, Houston, Inc.

By:   
Name: Jerry Martin  
Title: KPRC Vice President/General Manager

Acknowledged and Agreed,  
as of October 29, 2020:

KHOU-TV, Inc.

By:   
Name: Robert Springer  
Title: KHOU, President and General Manager

Acknowledged and Agreed,  
as of \_\_\_\_\_, 2020:

Telemundo of Texas, LLC

By:   
Name: TONY CANALES  
Title: PRES & GM

**EXHIBIT A**  
**TERM SHEET**  
**HELICOPTER POOL VIDEO SHARING**

1. **Pool Arrangement.** Pursuant to the terms of the Service Agreement, Fox, Graham, and KHOU have engaged Helicopters Inc. to perform helicopter flight services in furtherance of the Parties' newsgathering activities. The Parties to the Service Agreement, together with Telemundo, wish to share the use of the primary aircraft or any substitute aircraft (herein the "Pool Helicopter") provided to the Parties by Helicopters, Inc. pursuant to the Service Agreement, under the conditions set forth herein. Each Party's station sharing the use of the Pool Helicopter pursuant to this Agreement is referred to as a "Pool Station" and all such stations are collectively referred to herein as the "Pool Stations." Video and audio coverage gathered from the Pool Helicopter ("Pool Video") shall be provided to all Pool Stations pursuant to the conditions provided herein. The Parties' obligations under this Agreement are contingent upon Helicopters Inc. performing its obligations under the Service Agreement, and no Party shall be liable to any other Party for any failure or refusal by Helicopters, Inc. to comply with its obligations under the Service Agreement. Telemundo will reimburse each of the other Parties for [REDACTED] percent ([REDACTED]%) of each such Party's monthly charges under the Service Agreement, excluding such Party's charges for Enterprise Flight (as defined below) or other private use of the Pool Helicopter.

2. **Use of Pool Helicopter.** Helicopters Inc. supplies a photographer and a pilot pursuant to the Service Agreement. The Service Agreement provides for [REDACTED] hours of flight time per contract year, with a Pool Helicopter available from [REDACTED] to [REDACTED] per day (including a one (1) hour break for lunch), Monday through Friday (herein referred to as "normal duty hours"). Pool Stations shall dispatch the Pool Helicopter on a rotating monthly basis or other mutually agreeable schedule. The dispatch rotation will follow an "actual schedule" and a "virtual schedule" to account for Telemundo not having authority to direct the Pool Helicopter pursuant to the Service Agreement. Unless expressly stated to the contrary in this Exhibit A, the term "Dispatching Station" will refer to the Pool Station listed on the virtual dispatch schedule each month. For clarity, the "actual schedule" will include only Graham, Fox and KHOU, which will have the ability to communicate directly with Helicopters Inc. for purposes of dispatching the Pool Helicopter. During each month in which Telemundo is the Dispatching Station (i.e., on the virtual dispatch schedule), Telemundo will notify the Pool Station listed on the actual schedule, and such Pool Station will communicate with Helicopters Inc. with respect to each flight. The Dispatching Station will immediately inform the other Pool Stations by telephone or other mutually-agreed means whenever the Pool Helicopter has been dispatched. The actual Dispatching Station shall comply with all Flight Following Procedures as required by and specified in the Service Agreement. The Dispatching Station is responsible for ensuring that the monthly Pool Time ("Pool Time" equals [REDACTED] hours less total private flying time hours for all Pool Stations) is not exceeded, unless all Pool Stations agree in advance to a specific number of additional hours.



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

a. **Enterprise Flights.** Pursuant to the Service Agreement, Graham, Fox and KHOU shall have the right to make use of the Pool Helicopter for private flying time (each an "Enterprise Flight"). Telemundo acknowledges and agrees that because Telemundo is not a party to the Service Agreement, Helicopters Inc. will not permit Telemundo to undertake Enterprise Flights. Enterprise Flights must be scheduled with the Dispatching Station. Such Enterprise Flights shall occur during the normal duty hours, but not during Pool Time, and not when a Pool Station is using the Pool Helicopter during morning hours. Enterprise Flights can be interrupted for breaking news (at which point the flight will no longer be considered an Enterprise Flight for purposes of this Agreement). Enterprise Flights can also be interrupted for other Pool usage, if three of the four Pool Stations (or two of the four Pool Stations, if one of the two is the Dispatching Station) agree to such other Pool usage (at which point the flight will no longer be charged to private flying time). The applicable Pool Station will be responsible for any costs and expenses charged by Helicopters Inc. pursuant to the Service Agreement in connection with any Enterprise Flight arranged by such Pool Station. Video collected during Enterprise Flights shall not be considered Pool Video, and it shall be owned solely by the Pool Station that requested such Enterprise Flight.

b. **Morning Hours.** Pursuant to the Service Agreement, if Graham, Fox or KHOU uses the Pool Helicopter for traffic reports during morning hours such usage can be interrupted for breaking news (at which point the flight will no longer be charged to the Party that requested such morning hours). Graham's, Fox's or KHOU's use of morning hours may also be interrupted for other Pool usage, if all three of the other Pool Stations (or two of the other three Pool Stations, if one of the two is the Dispatching Station) agree to such other Pool usage (at which point the flight will no longer be charged to to the Party that requested such morning hours).

c. **Priority.** The order of priority for use of the Pool Helicopter, beginning with the highest priority, shall be: (1) coverage of breaking news, (2) other Pool use, (3) use by a Party during morning hours, and (4) Enterprise Flights. In the event of any disagreement regarding use of the Pool Helicopter, three of the four Pool Stations (or two of the four Pool Stations, if one of the two is the Dispatching Station), will decide.

4. **Pool Video.**

a. **Use and Sharing of Pool Video.** Pool Video shall be sent via microwave to Graham's, Fox's and KHOU's respective receive sites. Graham shall then distribute the Pool Video to Telemundo at Telemundo's cost without the addition or insertion of any trademarks, logos or other station identifiers. All Pool Stations that are parties to this Agreement at the time any Pool Video is created are the joint owners of such Pool Video and copyrights associated therewith. All joint owners of the Pool Video shall have the right to distribute such Pool Video (i) to each participating Pool Station's affiliated broadcast network, (ii) to 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, and (iii) existing news sharing partners (e.g., CNN), and to grant a non-exclusive license to use same (the entities described in the foregoing clauses (i) through (iii) are collectively referred to herein as a Pool Station's "News-Related Affiliates"). The term "Affiliate" means, with respect to any Pool Station, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Pool Station.

b. **Sale to Third Parties.** Each Pool Station may sell, license or otherwise transfer Pool Video to any third party, excluding any third party conducting business or other operations in or targeted to the Houston DMA, provided that the proceeds generated from any such sale, license or transfer of Pool Video to a third party shall be divided equally (one-fourth) among the selling Pool Station and the other three Pool Stations. For the avoidance of doubt, (i) each Pool Station may sell, license or otherwise transfer Pool Video with or without a fee to its News-Related Affiliates, which News-Related Affiliates shall have the right to use, broadcast, display, retransmit, or otherwise distribute such Pool 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 Pool Station which owns such Enterprise Video in its sole discretion, in each case with no obligation to collect a fee or, if a fee is collected, with no obligation to share the proceeds from such sale, license or transfer with the other Pool Stations.

c. **Parties' Responsibilities.** If any voice over is used on any Pool Video, it shall not be identifiable to any specific Pool Station. The Parties will each be responsible for archiving any Pool Video obtained by the Pool Helicopter and fed to the Parties, and no Party will have any obligation to supply the material retained by such Party to the other Parties. Each Party will decide independently whether and how Pool Video will be used in its own newscasts, incorporating its individual reporting and editorial voice. Each Party will also retain its own independent newsgathering and reporting operations.

## 5. **Fees and Payment.**

a. **Fees for Overages.** In the event of any flight time or other overage arising from Pool use, all Pool Stations shall share equally the additional fees, costs and/or surcharges, if approved in advance. Any additional costs incurred by a Pool Station for flying outside the normal duty hours for Enterprise Flights or for exceeding its Enterprise Flight time will be paid by that Pool Station. Three of the four Pool Stations (or two of the four Pool Stations, if one of the two is the Dispatching Station) must agree to dispatch the Pool Helicopter outside of normal duty hours.

b. **Sales to Third Parties.** Each Pool Station shall distribute to each other Pool Station its share (i.e., one-fourth) of the proceeds from any sale, license or other transfer of Pool Video to a third party on a semi-annual basis, within thirty (30) days after the midpoint and the end of each contract year of the Term. Each such distribution shall include a written certification from an officer of the selling Pool Station as to the accuracy of such payment. Notwithstanding the foregoing, no Pool Station shall have audit rights,

accounting rights or the right to request and receive business records documenting any such sales of Pool 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 Pool Video.

c. **Use in Independent Programs.** In the event that any Pool Station incorporates Pool Video into an independently-produced program ("Program"), and such Program is sold to a third party, then such selling Pool Station shall assign a value to such Pool 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 Pool Station(s) one-fourth of the Program proceeds apportioned to such Pool Video, without any obligation to distribute the proceeds it earns for the sale of the Program as a whole.

6. **Operating Conditions.**

a. **Helicopters Inc. Responsibilities.** The ultimate decision regarding whether to operate the Pool Helicopter or the flight path, direction or location of the Pool 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 Pool Stations.

b. **Maximum Occupancy on Pool Helicopter.** The Pool Stations acknowledge and agree that the Pool Helicopter can only accommodate, at a maximum, one pilot, one reporter/photographer and one passenger. Telemundo acknowledges and agrees that Telemundo personnel will not be permitted aboard the Pool Helicopter. Only the reporter/photographer shall be permitted to operate the camera to obtain Pool Video. The Pool Stations further acknowledge and agree that under no circumstances shall the Helicopter pilot serve as reporter or photographer for any Pool Station or any other entity while piloting the Pool Helicopter.

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

8. **Dispute Resolution.** In the event of a dispute regarding finances, the Parties' respective corporate-level vice presidents of finance with oversight responsibility of the applicable Pool Station's operations (or such individual's designee) will discuss the matter and cooperate in good faith to resolve it. In the event of a dispute regarding newsgathering operations, the Parties' respective news directors will discuss the matter; if they are unable to resolve the dispute after good-faith negotiation, then the Parties' respective general managers will discuss the matter.