

## HELICOPTER SHARING AGREEMENT

This Helicopter Sharing Agreement (this "Agreement") is entered into as of January [REDACTED] by and between Multimedia KSDK, LLC, operator of television station KSDK-TV, located at [REDACTED] Market Street, St. Louis, MO [REDACTED] ("KSDK") and Meredith Corporation, operator of television station KMOV-TV, located at [REDACTED] Memorial Drive, St. Louis, MO [REDACTED] ("KMOV"). KSDK and KMOV may each individually be referred to herein as a "Station" and collectively as the "Stations." 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 defined below).

### RECITALS

WHEREAS, the Stations have entered into a Helicopter Service Agreement with Helicopters, Inc. ("Helicopters, Inc.") dated as of January [REDACTED] (the "Helicopter Service Agreement"), pursuant to which Helicopters, Inc. has agreed to provide the Stations with the use of a helicopter or a replacement aircraft as may be necessary, for the purpose of enabling the Stations to broadcast news events and traffic conditions to their respective viewers; 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 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 St. Louis, Missouri 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. Without limiting Section 1(b), each Station will have the right to make independent and private use of the Helicopter outside of the Regular Flight Periods, without the involvement of the other Station ("**Independent Flight Periods**"). The Station desiring to take the Independent Flight Period will contact the dispatching Station to arrange for launch of the Helicopter, provided that if the requesting Station is responsible for dispatching the Helicopter during the applicable month (as delineated on the attached Exhibit B), then such Station will contact Helicopters, Inc.'s pilot to schedule the launch of the Helicopter. For any Independent Flight Period, 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, the hourly usage fee charges, call-in fees, and billable fuel costs). In addition, if KSDK is the requesting party, KMOV will bill KSDK for any applicable photographer time. For avoidance of doubt, Independent Flight Periods shall not conflict with Regular Flight Periods, and any flight hours used for Independent Flight Periods will be in addition to, and not deducted from, the Base Hours cap set forth in the Helicopter Service Agreement.

## **2. OWNERSHIP OF VIDEO.**

a. Except as set forth in Section 2(b) below, the Stations' intent is that they shall jointly own all video obtained from the Helicopter ("**Shared Video**"): [REDACTED]

[REDACTED] Notwithstanding the foregoing, each Station's ability to sell or otherwise transfer Shared Video is limited as set forth in Section 3 of this Agreement. For avoidance of doubt, for purposes of this Agreement, Shared Video includes any works directly derived from such Shared Video, including, without limitation, any text, still images, audio-only versions of such Shared Video, and its use is limited by Section 3.

b. Notwithstanding Section 2(a) above, except as specified in this Section 2(b), any video obtained during [REDACTED]

(a "Breaking News Story"), and the other Station had not refused to participate in coverage of such Breaking News Story, (i) such Station shall make such video available to the other Station, (ii) such video will be Shared Video (and not Enterprise Video), and (iii) the Stations will share equally the costs of that portion of the flight used to obtain the video in connection with the Breaking News Story.

### **3. TRANSFER OF RIGHTS IN SHARED VIDEO TO THIRD PARTIES.**

a. KSDK, as an agent for both parties, may sell, license or otherwise transfer Shared Video to any third party, excluding any third party conducting business or other operations in or targeted to the St. Louis DMA. KSDK shall distribute to KMOV its share [REDACTED] of the after-tax proceeds from any sale, license or other transfer of Shared Video to a third party on a semi-annual basis, within [REDACTED] after the midpoint and the end of each Contract Year. Each such distribution shall include a written certification from an officer of the selling Station as to the accuracy of such payment. For the avoidance of doubt, each Station may sell, license or otherwise transfer Shared Video to its News-Related Affiliates (as hereinafter defined), which News-Related Affiliates shall have the right, with proper attribution to each Station, to use, broadcast, display, retransmit, or otherwise distribute such Shared 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.

b. For purposes of this Agreement, (i) the term "News-Related Affiliate" means (A) any television station, cable news entity, newspaper, news feed, magazine, 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, (B) a news service with which Station is affiliated and for which Station has the obligation to provide video or content (so long as the Shared Video is watermarked with the Stations' Identifiers and also contains visible branding for each Station), or (C) each Station's affiliated broadcast network; (ii) the term "Affiliate" means, with respect to either Station, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Station, and (iii) the term "Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as "group" is defined in Rule 13d-5(b)(1) under the Securities Exchange Act of 1934, as amended).

c. The Stations further agree that neither Station will, without the prior written approval of the other Station, publish any Shared Video within a video player on any third-party video sharing platform (e.g., YouTube, etc.) (but not including social media platforms such as Facebook or Twitter) that permits third parties to embed the Shared Video within their own websites or other digital platforms without payment of a fee.

d. No sale, license or other transfer of Shared Video is permitted except as provided for in this Section 3 of the Agreement.

e. The provisions of this Section 3 shall survive the expiration or earlier termination of this Agreement.

**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. Only the Photographers shall be permitted to operate the camera to obtain Shared Video. The Stations acknowledge and agree that under no circumstances shall the Helicopter pilot or any Photographer serve as a reporter for either Station. For avoidance of doubt, no audio from the Helicopter may be distributed live or via recording during any programming broadcast by either Station.

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.

**5. SCHEDULING.** In the event of a potential conflict among the Stations for use of the Helicopter outside of Regular Flight Periods, the 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 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 term of this Agreement shall commence on the Effective Date and shall remain in effect until December [REDACTED] provided, however, that if the Helicopter Service Agreement terminates with respect to one or both Stations prior to December [REDACTED] this Agreement shall immediately terminate, effective on the termination date of the Helicopter Service Agreement.

b. In the event that either Station defaults on any of its obligations under this Agreement (the "Defaulting Station") and such default is not remedied to the reasonable satisfaction of the other Station within [REDACTED] after the Defaulting Station's receipt of written notice of such default, then (i) such breach will be a default by the Defaulting Station under the Helicopter Service Agreement, (ii) the non-defaulting Station 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 Base Service Fees required under the Helicopter Service Agreement for the remainder of the term of the Helicopter Service Agreement.

**8. INSURANCE.** The 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 either 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 attorneys' 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 the other Station.

**9. INDEMNIFICATION.**

a. Each Station ("Indemnifying Station") will indemnify, defend and hold each of the other Station, its parents, subsidiaries and Affiliates, and their respective officers, directors, employees, and agents (collectively, the "Indemnified Station") harmless from and against any and all Losses that may arise out of or in connection with (i) the Indemnifying Station'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 the Indemnifying Station; (iii) any Independent Flight Periods requested by the Indemnifying Station; (iv) any news gathering or other equipment that the Indemnifying Station has installed in or on the Helicopter; and (v) the negligence or willful misconduct of any

employee, director, officer, agent, successor, or assignee of the Indemnifying Station, its employees, agents, contractors and Affiliates. In addition, KMOV, as the Indemnifying Station, will indemnify, defend and hold harmless KSDK, its parents, subsidiaries and Affiliates, and their respective officers, directors, employees, and agents from and against any and all Losses arising out of any entitlement, assertion, and/or claim to any KSDK employee benefits made by, or on behalf of, any Photographer providing services to the Stations via the Helicopter under this Agreement.

b. The Station seeking indemnification hereunder shall promptly inform the other Indemnifying Station of any suit or proceeding filed against the Indemnified Station for which the Indemnified Station is entitled to indemnification hereunder (provided, however, that failure to give prompt notice will not relieve the Indemnifying Station of any liability hereunder, except to the extent the Indemnifying Station has suffered actual material prejudice by such failure). The Indemnified Station will allow the Indemnifying Station to direct the defense and settlement of any such claim, with counsel of the Indemnifying Station's choosing, and will provide the Indemnifying Station, at the Indemnifying Station's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Station shall have the right, but not the obligation, at its sole expense to participate in (but not to control) the defense of any such suit or proceeding. An Indemnifying Station will not settle any such action without the written consent of the Indemnified Station (which consent will not be unreasonably withheld or delayed).

10. **PILOTS.** Each Station acknowledges that the Helicopter's primary and backup pilots 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.

**11. PHOTOGRAPHER.**

Each Photographer will be an employee of KMOV, and KMOV will be solely responsible for all personnel matters relating to the Photographers (including payment of any compensation and benefits, human resources issues, etc.). The initial Photographers will be as described in the attached Schedule [x], which may be updated from time to time by written notice from KMOV to KSDK. The Photographers will not be deemed to be employees of KSDK or its parent, subsidiary or affiliated companies for any purpose. KMOV will ensure that all Shared Video created by any Photographer providing services to the Stations hereunder are made within the scope of each such

Photographer's employment with KMOV. To the extent any such Shared Video is not created within the scope of a Photographer's employment and/or a particular Photographer is not an employee of KMOV, then KMOV represents and warrants that each such Photographer has assigned or will assign to KMOV all of such Photographer's rights, including all copyright rights and any other intellectual property rights, in and to and such Shared Video in a form sufficient to ensure that KMOV may assign [REDACTED] of such rights to KSDK, as set forth in Section 2, above. In addition, KMOV will ensure that, in performing any services under this Agreement, the Photographers will act at all times in a professional manner and under the same standards when producing Shared Video that will primarily be used by one station but not the other (i.e., if the Photographer is creating Shared Video during a time when KSDK is airing programming but KMOV is not, the Photographer will create the Shared Video in the same manner (e.g., camera angles, wide vs. close in shots, etc.) that the Photographer would use in creating video primarily to air on KMOV, and vice versa). [REDACTED]

12. **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.

13. **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.

14. **ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding upon the Stations and their respective successors and permitted assigns. Neither Station may assign this Agreement without the prior written consent of the other Station and any assignment made by a Station without the prior written consent of the other Station shall be null and void; provided, however, that each Station shall have the right, without obtaining the consent of the other Station, to assign or otherwise transfer this Agreement to any entity that 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.

**15. 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 agreements regarding such subject matter. 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.

**16. PUBLICITY; CONFIDENTIALITY.**

a. Neither Station may use the 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, neither Station will, without the prior written approval of the other Station, 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. Each Station agrees that during the Term and for a period of [REDACTED] 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 (ii) to a prospective purchasers of all or substantially all of Station's assets, or (iii) 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 the other Station reasonable advance notice of such disclosure requirement so that the other Station may contest the disclosure or seek a protective order. Notwithstanding the foregoing, 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 either Station of its 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.

**17. COUNTERPARTS.** This Agreement may be executed in any number of counterparts and shall be effective and binding on the Stations when each Station has fully executed a counterpart and returned a copy to the other Station, 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.

**18. 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 KSDK:

KSDK-TV  
[REDACTED] Market Street  
St. Louis, MO [REDACTED]  
Attn: Alicia Elsner  
President and General Manager

To KMOV:

KMOV-TV  
[REDACTED] Memorial Drive  
St. Louis, MO [REDACTED]  
Attn: Mike Murphy  
Vice President and General Manager

**19. 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 both of the Stations will be required.

20. **ADDITIONAL PARTIES.** The Stations agree to discuss in good faith the addition of any other local media outlet to the helicopter relationship, with a corresponding reapportionment of economics.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Stations have executed this Agreement as of the Effective Date.

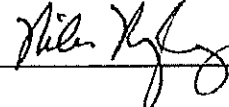
MULTIMEDIA KSDK, LLC

By: 

Name: Alicia Elsner

Title: President and General Manager

MEREDITH CORPORATION

By: 

Name: Mike Murphy

Title: Vice President and General Manager

