

HELICOPTER SERVICE AGREEMENT

This Agreement entered into this 1st day of February, 2015 ("Effective Date") between Helicopters Inc., a Missouri Corporation (hereinafter referred to as "Company") and New World Communications of Detroit, Inc., on behalf of station WJBK (together with its controlled affiliates, "**Fox**"), located at 16550 West Nine Mile Road Southfield, MI 48075, The E. W. Scripps Company (together with its controlled affiliates, "**Scripps**"), located do WXYZ-TV, 20777 West Ten Mile Road, Southfield, MI 48037; and Graham Media Group, Michigan, Inc., successor to Post-Newsweek Stations, Michigan, Inc. (together with its controlled affiliates, "**Graham**"), located c/o WDIV Local 4, 550 W. Lafayette, Detroit, MI 48226-3140 (Fox, Scripps, and Graham, are each referred to herein as a "**Pool Station**" and collectively as the "**Pool Stations**"). The services provided by Company under this Agreement shall commence on February 1, 2015.

1. **PRIMARY AIRCRAFT.** Company will provide one AS350B2 helicopter, N36CC with air-conditioning (hereinafter referred to as the "Primary Aircraft"). The primary purpose of Pool Stations in entering into this Agreement is the facilitation of prompt on-site news gathering and news reports by Pool Stations' broadcast news operations, although nothing in the foregoing shall limit or restrict Pool Stations' other business and related uses of the Primary Aircraft or any substitute aircraft as hereinafter defined, subject in all cases to the following provisions of this Agreement. The Primary Aircraft is for Pool Stations' exclusive use during the term of this Agreement. Any subsequent reference herein to "Aircraft" shall include both the Primary Aircraft and the Substitute Aircraft (defined below). In addition, a Pool Station may request from time to time that Company make the Primary Aircraft available for purposes of Part 135 Air Taxi transportation of Pool Station's employees and/or cargo, both interstate and intrastate transportation; provided that Company is under no obligation to perform a Part 135 flight on behalf of any Pool Station and may decline any request to do so. To the extent Company performs any such flights, Company shall comply with all FAR Part 135 Air Taxi transportation requirements. Any Part 135 flight will be an "Enterprise" flight as that term is defined herein, unless otherwise agreed by the parties.

2. **PAYMENTS.** Company will provide five hundred sixteen (516) total flight hours ("Base Hours") per Contract Year (as defined below) to Pool Stations. The total monthly payment due for the annual 516 flight hours is as follows:

<u>Contract Year</u>	<u>Monthly Fee</u>	<u>Monthly Hours</u>
Year 1 (2/1/15 – 1/31/16)	██████████	43 flight hours
Year 2 (2/1/16 – 1/31/17)	██████████	43 flight hours
Year 3 (2/1/17 – 1/31/18)	██████████	43 flight hours
Year 4 (2/1/18 – 1/31/19)	██████████	43 flight hours
Year 5 (2/1/19 – 1/31/20)	██████████	43 flight hours

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The number of flight hours used by the Pool Stations shall be measured by a Hobbs meter on the applicable Aircraft activated by transmission oil pressure and those hours shall be calculated separate and apart from any maintenance hours logged by such Hobbs meter.

Each Pool Station shall pay directly to the Company one-third (1/3) of the Monthly Fee (recited above) which is due. Pool Stations may carry over up to ten percent (10%) of their annual 516 flight hours into the next Contract Year, but in no case may any hours be carried over for more than one (1) Contract Year. Pool Stations will not be entitled to any refund or credit of any amount paid to Company under this Agreement for unused hours remaining at the end of the final Contract Year of this Agreement (unless such refund or credit is provided for in an extension).

Company shall bill each Pool Station directly for its one-third (1/3) share of the Monthly Fee due on or about the tenth day of each month for the services to be rendered in said month and Pool Usage Fuel Surcharges (defined below), if any for the prior month, and payment for such billing shall be due from each Pool Station thirty (30) days after receipt of such invoice. In addition, each Pool Station is responsible for one-third (1/3) all direct fuel costs incurred for concurrent usage by all Pool Stations ("Pool Usage") of the Aircraft in excess of \$5.00 per gallon (such excess herein referred to as "Pool Usage Fuel Surcharges"), but excluding fuel costs incurred for Company maintenance test flights and training and any other similar flight time. Company shall bill each Pool Station directly on or about the tenth day of each month for one-third (1/3) of any Pool Usage Fuel Surcharges incurred by Pool Stations for Pool Usage of the Aircraft during the prior calendar month of the term.

Any usage of the Aircraft by Pool Stations in excess of the annual 516 Base Hours ("Excess Flight Hours") will be billed at an hourly rate of twenty percent (20%) less than the normal hourly rate at the time of such usage after the end of each Contract Year (such hourly rate is referred to herein as the "Excess Flight Hour Hourly Rate"). ~~For example, if the Base Flight Hour Hourly Rate for Excess Flight Hours during the first Contract Year is \$100.00 (100.00 dollars per hour), then the Excess Flight Hour Hourly Rate shall be \$80.00 (80.00 dollars per hour). In addition, Pool Stations shall pay a per gallon fuel surcharge for fuel costs incurred during Excess Flight Hours equal to the excess, if any, of actual fuel charges paid per gallon for such usage over the Excess Flight Hour Hourly Rate of \$5.00 per gallon (the "Fuel Surcharges"). Company shall bill each Pool Station directly and monthly for its one-third (1/3) share of Excess Flight Hours and Fuel Surcharges and shall bill each Pool Station for its one-third (1/3) share of the Monthly Fee and Pool Usage Fuel Surcharges. Each Pool Station shall pay to Company each such bill on or about the tenth day of each month, and payment for such bill shall be due from each Pool Station thirty (30) days after receipt of such bill.~~

In addition each Pool Station may make private use of the Aircraft for the purposes recited herein (an "Enterprise Flight") for up to sixty (60) flight hours per Contract Year ("Allocated Enterprise Hours"). Each flight hour of any Enterprise Flight or part thereof shall be counted against the Base Hours otherwise available to all of the Pool Stations for use of the Aircraft during the applicable Contract Year. If, however, any Pool Station desires to conduct an Enterprise Flight after all of its Allocated Enterprise Hours for a Contract Year have been used, then each flight hour of such Enterprise Flight, the foregoing notwithstanding, shall not be counted against the Base Hours otherwise available to all of the Pool Stations for use of the Aircraft during the

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applicable Contract Year, and such Pool Station shall be invoiced by Company separately and monthly for each flight hour of such Enterprise Flight at the Excess Flight Hour Hourly Rate and for the Fuel Surcharge, if any, associated with such Enterprise Flight (prorated for the period of any flight less than one flight hour based on the number of minutes during such flight). The applicable Pool Station shall pay the amount of such invoice to Company within thirty (30) days after receipt of such invoice. For purposes of this Agreement, use of the Aircraft for an Enterprise Flight by a Pool Station shall only be deemed to have occurred when the Pool Station making such use delivers notice to the Pilot (defined below) and Photographer (defined below) that such use is a private use. The Pilot, the Photographer and the Company shall not disclose the purpose of any Enterprise Flight of the Aircraft by one Pool Station to any other Pool Station unless required to do so by applicable law or regulation or in order to enforce the terms of this Agreement; provided, however, that this restriction regarding disclosure with respect to the purpose of any Enterprise Flight shall have no further force or effect after the purpose of such Enterprise Flight is disclosed to the public or another Pool Station by the Pool Station that made such Enterprise Flight of the Aircraft or any other person other than the Pilot, the Photographer or the Company. Company shall take direction from the Pool Station that is dispatching the Aircraft as to whether the Aircraft will be used for Pool Usage during an Enterprise Flight.

Within fifteen (15) days after the end of each month during the term, Company shall send a statement to each Pool Station detailing (i) the number of flight hours collectively used by the Pool Stations of the Aircraft during such month that have been counted against Base Hours, (ii) the number of flight hours of each Pool Station's private use of the Aircraft for traffic reports during such month, (iii) the number of flight hours of each Pool Station's independent use of the Aircraft for Enterprise Flights during such month, and (iv) any Excess Flight Hours used during such month.

3. AVAILABILITY OF AIRCRAFT - SUBSTITUTE AIRCRAFT. The Company shall, subject to the terms and conditions recited herein, provide the Primary Aircraft for the purposes expressed in Section 1 above at such times as Pool Stations request during the term of this Agreement. The Primary Aircraft will be based at Troy Airport, or another location mutually agreed upon by the parties. Whenever the Primary Aircraft is unavailable for use by Pool Stations because of scheduled maintenance, Company agrees to provide a back-up helicopter for Pool Stations' uses, subject to the terms and conditions of this Agreement, that is turbine powered and of a similar make and model as the Primary Aircraft. Such back-up helicopter is sometimes referred to herein as the "Substitute Aircraft". Whenever the Primary Aircraft is unavailable for use by Pool Stations because of maintenance or repairs that are not scheduled, Company agrees to provide the Substitute Aircraft, if the same is then available. Whenever the Primary Aircraft is unavailable for use by Pool Stations because of maintenance or repairs that are not scheduled and Company has not within two (2) business days after such unavailability occurred provided a Substitute Aircraft or the Primary Aircraft in accordance with the provisions of this Agreement, Pool Stations, if Pool Stations so elect, shall be entitled to reduce the Monthly Fee otherwise payable pursuant to Section 2 of this Agreement by an amount equal to the product of such Monthly Fee multiplied by a fraction the numerator of which shall be the number days beyond the initial two (2) business days during which Company continues to fail to provide either a Substitute Aircraft or the Primary Aircraft and the denominator of which is thirty (30); provided, that if Pool Stations elect to reduce the Monthly Fee in accordance with the foregoing

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provisions, the Base Hours for the Contract Year during which any such Monthly Fee is so reduced shall also be reduced by the product of sixty (60) times the fraction defined above.

4. CONDITION OF AIRCRAFT. Company will maintain all aircraft covered by this Agreement in good flight condition and keep same in accordance with standards as prescribed by FAR Part 135 and any other applicable requirements. Company shall be liable for all maintenance and repair costs to keep the aircraft in such condition. Company will provide Pool Stations with at least seven (7) days' prior written notice of any scheduled maintenance. Company shall be required to use reasonable diligence to ensure Aircraft under its control are maintained properly so as to ensure minimum disruption in the services to be provided for under this Agreement. Without limiting the foregoing, Company represents and warrants that during the 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, will be replaced or repaired with FAA certifiable replacement parts that will be consistent with those used in the manufacture of the helicopter.

5. EQUIPMENT FOR AIRCRAFT. Company shall equip all aircraft provided under this Agreement with the necessary communication and other equipment required for the normal and safe operation of said aircraft. Pool Stations shall have the right to have installed appropriate news gathering equipment, providing it conforms with all laws and regulations, and to have such equipment removed when necessary or within seven (7) days after expiration or termination of this Agreement. Equipment provided by a particular Pool Station shall remain the property of that Pool Station. Company will install all of the electronic news gathering equipment listed in Appendix A (Equipment List) of this Agreement ("Company's Equipment") onto the Primary Aircraft. Company shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair and removal of Company's Equipment and shall be solely responsible for Company's Equipment installed on the Primary Aircraft and insurance with respect thereto and shall hold harmless and indemnify Pool Stations against any and all claims or damages with respect to Company's Equipment. Each Pool Station shall be solely responsible for all costs and expenses associated with the installation, maintenance, repair and removal of such Pool Station's news gathering equipment and shall be solely responsible for such Pool Station's news gathering equipment installed on the Primary Aircraft and insurance with respect thereto; provided, however, that Company shall reimburse Pool Stations for the costs and expenses incurred by any Pool Station to repair or replace such Pool Station's news gathering equipment as a result of damage thereto resulting from the negligence or willful misconduct of Company or any Company employee; and, further provided, however, that a Pool Station shall reimburse Company for the costs and expenses incurred by Company to repair or replace any Company Equipment as a result of damage thereto resulting from the negligence of such Pool Station, any employee of such Pool Station or any person authorized by such Pool Station pursuant to Section 12 of this Agreement to be on the Aircraft.

6. COST OF OPERATION. Subject to the following provisions of this Section 6, Company will pay all costs associated in any way with the operation, storage, maintenance or ownership of the Primary Aircraft or Substitute Aircraft, including but not limited to, fuel costs, hangar fees, maintenance, and pilot's and photographer's pay, subject to Section 2 hereof with respect to fuel costs. Company shall pay all federal taxes assessed and license fees due against any Aircraft covered by this Agreement and any federal airspace user fees, as well as pay all federal and state

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employment taxes with respect to Company's employees, any personal property taxes due against or assessed with respect to any Aircraft (except as provided below) and any federal or state income taxes assessed with respect to the services fees payable to Company hereunder. Pool Stations shall pay any personal property taxes applicable under Michigan or local law to equipment owned by Pool Stations installed in the Aircraft. Pool Stations shall each pay one-third of any personal property taxes applicable under Michigan or local law to the Aircraft and to equipment owned by Company installed in the Aircraft. Each Pool Station shall pay its share of all such taxes directly, or, if Company pays such taxes, Company shall invoice each Pool Station for the Station's share of such paid taxes, and each Pool Station shall pay such invoice to Company within 30 days of receipt of same.

Pool Stations shall have the right, upon reasonable advance notice and no more than once per year, at Pool Stations' sole cost and expense to audit Company's books and records relating to any variable amounts charged the Pool Stations under this Agreement in order to verify the accuracy of amounts charged.

On a weekly basis (no later than each Monday), Company will deliver to the Pool Stations a copy of the Pilots' log of all flight activity that occurred under this Agreement during the immediately preceding week, substantially in the form of Appendix D hereto. Company will use reasonable efforts to ensure that the log includes all flight hours flown during the applicable week, including maintenance flights, and that the log clearly identifies any flights that were Enterprise Flights. The foregoing provisions of this paragraph notwithstanding, the number of flight hours used by the Pool Stations shall be measured by the Hobbs meter on the applicable Aircraft as provided above. If within sixty (60) days after the receipt of any invoice from Company, Pool Stations notify Company of a discrepancy between the flight hours reported on the Pilots' logs related to such invoice and the flight hours reported on such invoice, Company and Pool Stations agree to confer and use commercially reasonable efforts to investigate and determine the reason for such discrepancy and, if so required, adjust the invoice accordingly to reflect such determination; provided, however, that no such discrepancy shall entitle Pool Stations to reduce a Monthly Fee otherwise required pursuant the provisions of this Agreement or to delay payment of any invoice otherwise due hereunder.

7. POOL STATIONS' LOGO. The parties acknowledge and agree that as of the Effective Date, the Primary Aircraft is painted with a generic paint scheme. As long as Pool Stations do not request any customize repainting of the Aircraft during the term of this Agreement, Pool Stations shall not be obligated to repaint such Aircraft upon termination of this Agreement. If Pool Stations do require that Company repaint/logo the Aircraft during the term, then each Pool Station will be responsible for one third (1/3) of the total costs and expenses incurred by Company to repaint/logo the Aircraft and upon termination of this Agreement to return the Aircraft to "base white." Each Pool Station agrees to pay one third (1/3) of such total costs and expenses upon receipt of Company's invoices therefor within thirty (30) days after receipt of any such invoice.

8. INSURANCE.

(i) Company shall maintain sufficient insurance to cover the damage, loss, repair or replacement cost to the aircraft. ~~At all times during this Agreement, Company shall maintain a~~

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policy of Helicopter Liability Insurance with a Total Rated Insurance Company, in an amount not less than Fifty million dollars (\$50,000,000.00), per occurrence with no deductible, including passenger liability (Business Liability Insurance). If the Pool Stations require Company to obtain a Terrorism endorsement under the Terrorism Risk Insurance Program Reauthorization Act of 2007, Company shall obtain such Terrorism endorsement and the cost of such Terrorism endorsement shall be shared equally among the Pool Stations, one-third each. Each Pool Station (and such Pool Station's parents, subsidiaries, and affiliates, and their respective directors, officers, employees, and agents) shall be named as additional insureds on said policy for bodily injury liability, property damage liability coverage, and shall receive any notices (except premium billings) with respect to such policy. If the Terrorism endorsement is required, Company shall invoice each Pool Station for the Station's share of such Terrorism endorsement, and each Pool Station shall pay such invoice to Company within 30 days of receipt of same.

(ii) Each Pool Station, its parents, subsidiaries, and affiliates, and their respective directors, officers, employees and agents, shall be included as "Insureds" with respect to the liability coverage afforded under the policies of insurance on a primary basis without right of contribution of any other insurance that might be carried by such Pool Station. Company will provide for waiver of subrogation in favor of each Pool Station, including directors, officers, employees and agents, from Company and its insurer under the Aircraft Physical Damage part of the policy. Regardless of the number of "Insureds" under the policy, except for total limit of liability, each policy provides coverage in the same manner as if a separate policy were issued to each such "Insured." Company will furnish Pool Stations copies of any and all policies of insurance or certificates of insurance in form substantively the same as Appendix C attached hereto covered by this Agreement, prior to the commencement of service under this Agreement. Company shall provide to Pool Stations 30 days advance written notice in the event of cancellation of any of the policies, reduction in limits or deletion or revision in any of the foregoing provisions that may affect the interests of Pool Stations or their parent companies. Each Pool Station shall assume all responsibility for any equipment owned by that Pool Station installed on the Aircraft and shall hold harmless and indemnify Company in writing against any claims or damages to said equipment not resulting from the gross negligence or willful misconduct of Company or any employee of Company.

(iii) Coverage for contractual liability insurance covering the liability assumed by Company under this Agreement shall be included;

(iv) An Invalidity of Coverage Clause in favor of each Pool Station, and their respective parents, subsidiaries and affiliates (and their respective directors, officers, employees and agents) shall be included.

(v) The insurance maintained by Company pursuant to this Section 8 shall not act as a limit on Company's liability or indemnification obligations to Pool Station(s) provided elsewhere in this Section or otherwise in this Agreement.

(vi) The Pool Stations and the Company shall maintain in full force and effect during the term of this Agreement all appropriate workers' compensation insurance with respect to the Pool Stations' and Company's personnel and employees, respectively.

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9. **INDEMNIFICATION.** Company will hold harmless, defend and indemnify each Pool Station, its parents, subsidiaries and affiliates, and all of their respective directors, officers, employees and agents for any claims, damages, liabilities, demands for damages, causes of action, cost and expenses, including reasonable attorneys' fees, made or instituted by any persons whomsoever arising out of or related to (i) any property damage, bodily injury or wrongful death, (ii) Company's operation of the Aircraft (including, without limitation, claims arising from the Company's or any Company personnel's negligence or intentionally wrongful conduct), (iii) Company's breach or alleged breach of this Agreement, (iv) claims by any pilot or photographer based in whole or in part upon a contention that any Pool Station or a related entity is an employer or co-employer of such person or any similar contention, or a contention that Company is an agent of one or more of the Pool Stations with respect to this Agreement, (v) any act or omission of Company, its employees or its agents; or (iv) Company's failure to comply with any warranty or representation hereunder or any law, code or regulation relating to the maintenance or operation of the Aircraft.

Pool Stations will hold harmless, defend and indemnify Company, its parents, subsidiaries and affiliates, and all of their respective directors, officers, employees and agents for any claims, damages, liabilities, demands for damages, causes of action, cost and expenses, including reasonable attorney's fees, arising out of or related to any property damage, bodily injury or wrongful death related to Pool Station news gathering equipment on the Primary Aircraft except to the extent such property damage, bodily injury and/or wrongful death is caused by the negligence or willful misconduct of Company or its employees, contractors or agents, and the installation or removal of Pool Station news gathering equipment by any Pool Station employees, contractors or agents.

Each Pool Station, on the one hand, and Company, on the other hand, shall defend, indemnify and otherwise hold the other harmless from any employment dispute or claim brought by its respective employees, including wrongful termination or discrimination that may arise out of any such employee's employment with such Pool Station or Company, respectively.

10. **NOTIFICATION FOR USE.** Company will have the Primary Aircraft, or the Substitute Aircraft, available for use by Pool Stations for nine (9) consecutive hours per day, Monday through Friday, including a one (1) hour break for lunch ("duty hours"); provided that Aircraft will be available during lunch break to cover breaking news, and available on stand-by status after normal duty hours, on weekends, and on the following Company holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company shall not be liable for failure to make the Aircraft available should said Aircraft be unavailable due to unsafe conditions, provided the Company has maintained the Aircraft as required by this Agreement.

11. **PILOT/PHOTOGRAPHER FOR AIRCRAFT.** Company will furnish a Part 135 certified pilot ("Pilot"), who will have operational control for any Aircraft covered by this Agreement, and an aerial photographer who will operate the onboard camera equipment (each herein referred to as a "Crewmember"). Pool Stations will have final approval over any Crewmember assigned to provide services to Pool Stations. If, for any reason, a Crewmember needs to be replaced on a permanent basis, Company will provide up to three (3) qualified candidates for Pool Stations' consideration. Pool Stations will have fifteen (15) calendar days to interview and approve the

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replacement Crewmember, such approval not to be unreasonably withheld, conditioned or delayed. ~~Company shall have available Crewmember(s) within a sixty (60) minute time before or after normal duty hours, on Company approved holidays, and on weekends (as set forth in Section 10 above) on an on-call stand-by basis. In addition, Pool Stations will pay a call-in fee of one hundred and fifty dollars (\$150) per Crewmember per 1000.00 per hour per Crewmember for each hour if the Crewmember(s) are called in before or after normal duty hours on Company approved holidays or weekends. Such "call-in" and per hour fees shall be billed by Company to the appropriate Pool Station or Pool Stations based on the type of such call-in use, that is Pool usage, Enterprise Flight, or separate usage, monthly, and each Pool Station agrees to pay any such invoice for such "call-in" and per hour fees within thirty (30) days after receipt of same. Pool Stations will use the on-call service reasonably, so that the FAA duty requirements for the pilot are not exceeded. The responsibility for tracking and enforcing the FAA pilot duty requirements is solely that of the Company.~~

No other person other than a Part 135 certified pilot provided by Company will be allowed to operate the Aircraft at any time. Company will provide a full time Pilot having at least 2,500 total flight hours, 1,000 flight hours in helicopters and 400 flight hours in an Astar and who has completed Company flight and ground training. Company will send Pilot to recurrent school each year at Company's expense. When the regular Crewmember is on vacation (vacation time approved in advance by Company and by Pool Stations), or otherwise unavailable (e.g., due to illness) for more than twenty-four (24) hours, Company will make a replacement Crewmember who meets the criteria of this paragraph available on a full-time basis during normal duty hours. All pilots provided by Company shall have a valid and current FAA license and meet all FAR Part 135 requirements to operate the aircraft. No Crewmember shall be considered an employee or agent of any Pool Station. Each Crewmember, including any substitute, replacement, successor or back-up pilots and photographers, shall be subject to approval by the Pool Stations prior to their provision of pilot or photographic services under this Agreement.

12. OPERATION OF AIRCRAFT. The Pilot of the Aircraft, as furnished by Company, shall be solely responsible for determining the condition under which the Aircraft shall be operated. In the event that a Pilot determines that weather or the condition of the Aircraft are not safe or proper for the operation of the aircraft, Company shall not be liable for any loss or damage incurred by Pool Stations due to the failure to fly, unless the Company has not maintained the Aircraft as required by this Agreement

Only a person authorized by a Pool Station and Pilot or employees of Company will be permitted aboard the Aircraft when said Aircraft is being operated for a Pool Station. Company reserves the right to use the Primary Aircraft for maintenance test flights, internal pilot proficiency (safety) flight checks, and/or internal company operational (safety) flights.

13. TERM OF AGREEMENT. The term of this agreement is five (5) years.

14. SUSPENSION/TERMINATION.

This Agreement may be terminated by the parties in accordance with the following:

- (i) The Company may immediately terminate this Agreement if any Pool Station fails to

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make any payment due hereunder within the time specified for such payment or materially breaches any other provision of this Agreement and fails to cure such failure or such breach within thirty (30) days following receipt of written notice of such failure or such breach;

(ii) The Pool Stations by written notice executed by all Pool Stations and delivered to Company may immediately terminate this Agreement if the Company materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach signed by all Pool Stations;

(iii) The Pool Stations shall have the right to immediately terminate this Agreement without penalty upon prior notice to Company signed by all Pool Stations in the event that the Primary Aircraft at any time or the Substitute Aircraft while providing services under this Agreement is involved in any incident that results in (a) substantial damage to the Aircraft which necessitates significant repair to, or replacement of, the Aircraft; (b) serious injury to any person arising out of the use of the Aircraft; or (c) loss of life arising out of the use of the Aircraft;

(iv) If existing or future airspace restrictions or other restrictions on helicopter use in the Detroit area, whether permanent or temporary, require Pool Stations to materially curtail or entirely suspend Pool Stations' normal newsgathering activities using the Primary Aircraft or Substitute Aircraft, then Pool Stations shall have the right to suspend (during the effective period of the restrictions) this Agreement at any time upon written notice to Company, such period of suspension, if any, having no effect on the Term of the Agreement set forth in Paragraph 13 above. Normal flight duty hours and associated monthly base service fee will be reduced pro rata during any period of suspension. During any period of suspension Pool Stations will continue to pay Company such portion of the monthly base service fee that is not attributable to the direct operating costs as set forth in then-current edition of Conklin & de Decker's The Aircraft Cost Evaluator (the "Monthly Fixed Costs") (pro rata for partial months). If the Primary Aircraft and Substitute Aircraft are grounded under this paragraph 14 for a period exceeding ninety (90) consecutive days, then either Company or Pool Stations shall have the right to terminate this Agreement; provided, however, a termination notice by Company will be of no force and effect if Pool Stations commence payment of the full monthly base service fee. If Pool Stations pay the full monthly base service fee during any portion of the period of suspension, then such amounts will be carried forward to, and applied equally against the next 18 monthly invoices during the Term or against the remaining monthly invoices if less than 18 remain, commencing after the period of suspension has ended. If Pool Stations pay only the Monthly Fixed Costs during any portion of the period of suspension, then such amounts will be carried forward to, and applied equally against the next 18 monthly invoices during the Term or against the remaining monthly invoices if less than 18 remain, commencing after the period of suspension has ended, provided that (i) such amounts will only be applied against the usage in excess of the annual 516 flight hours and (ii) Pool Stations shall be required to pay the difference between the Monthly Fixed Costs and the pro rata monthly base service fee for each payment to be so credited.

Notwithstanding anything to the contrary herein, to the extent Company notifies Pool Stations of its election to terminate this Agreement pursuant to clause (i) of this Section 14, above, due to a payment default by one or more Pool Station(s), such termination shall be deemed null and void, and this Agreement shall remain in full force and effect, if the non-defaulting Pool Station(s),

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within seven (7) days after receipt of Company's notice of its election to terminate this Agreement, elect or elects to and in fact do(es) (i) cure the breach on which Company's election to terminate this Agreement was based and (ii) agree(s) to assume on a pro-rata or total basis all of the monetary and other obligations of the defaulting Pool Station(s) under this Agreement on a going forward basis. Company acknowledges and agrees that the non-defaulting Pool Station(s) have the right, but no obligation, to make such an election. For avoidance of doubt, the non-defaulting Pool Station(s) will not be obligated to cure any non-payment default of the other Pool Station(s) in order to elect its right to continue this Agreement in accordance with this paragraph.

15. OWNERSHIP OF VIDEO. Company acknowledges and agrees that in connection with its performance of services under this Agreement, Company will create video on behalf of either or all Pool Stations ("Video"). As between Company and the Pool Stations, the Video shall be the property of the Pool Stations. All rights, title and interest in and to the Video will vest in and be owned by Pool Stations and all Video will be deemed to be works made for hire for the Pool Stations. To the extent that title to any such Videos may not otherwise vest in the Pool Stations, or such Video may not be considered works made for hire, Company hereby irrevocably assigns all right, title and interest therein to the Pool Stations. All such Video will belong exclusively to Pool Stations, with the Pool 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. Company agrees to give Pool Stations, and any person designated by Pool Stations, reasonable assistance, at Pool Stations' expense, in perfecting or evidencing the rights defined in this Section 15, including, without limitation, by executing and delivering all documents reasonably requested by Pool Stations for such purposes. For clarity, the parties agree that any Video created during an Enterprise Flight ("Enterprise Video") will belong exclusively to the Pool Station commissioning such Enterprise Flight, and Company's obligations under this Section 15 with respect to Enterprise Video will apply solely to the Pool Station commissioning such Enterprise Video.

16. SEVERAL LIABILITY. Except as expressly set forth in this Agreement, each Pool Station shall be solely responsible and severally liable for its own costs and expenses incurred in connection with this Agreement and the performance of its obligations hereunder, including its obligation to pay any amounts owed by such Pool Station to Company hereunder.

17. COMPLIANCE WITH LAW. At all times the Pilot, the Aircraft, the operation and maintenance of the Aircraft, and all services provided under this Agreement will comply with and conform to all applicable laws, rules and regulations. This Agreement is subject to all federal, state and municipal laws and regulations now in force or which may be enacted in the future, including without limitation the rules, regulations, decisions, actions and orders of the Federal Aviation Administration ("FAA") and Federal Communications Commission.

18. FLIGHT FOLLOWING. The parties will execute and adhere to the Flight Following Agreement attached as Appendix B and made a part hereof.

19. 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, however, that Pool Stations shall not withhold their consent to allow Company to sell substantially all of Company's assets related to the services provided pursuant

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to this Agreement and all of Company's other similar agreements to a wholly owned subsidiary or affiliate of Company, and shall not otherwise unreasonably withhold its consent for Company to sell substantially all of Company's assets related to the services provided pursuant to this Agreement and all of Company's other similar agreements to a purchaser, provided that Pool Stations have the absolute right to deny consent if the safety record of such purchaser is materially worse than Company's safety record or such purchaser is another broadcast station or an entity wholly owned by or under control of another broadcast station or broadcast group that is not a Pool Station; further provided, however, that each Pool Station may assign this Agreement and its rights, interests and obligations hereunder without Company's or any other Pool Station's consent to (i) any entity controlling, controlled by or under common control with such Pool Station (ii) a successor in interest of such Pool Station or as part of a corporate reorganization, consolidation or merger regarding such Pool Station; or (iii) a purchaser of all or substantially all of such Pool Station's assets; and further provided, however, that Company may assign this Agreement and its rights, interests and obligations hereunder without any Pool Station's consent to any entity controlling, controlled by or under common control with Company. Subject to the foregoing, 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 the prior written notice to the other parties to any entity that acquires a Pool Station's FCC license to operate the participating Pool Station.

20. 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.

21. ENTIRE UNDERSTANDING: BENEFICIARIES. This Agreement embodies the entire understanding Company has with any Pool Station with respect to the subject matter hereof and supersedes all prior written or oral commitments, arrangements or understandings with respect thereto. Except for the parties to this Agreement, no individual or entity is a beneficiary hereof.

22. FORCE MAJEURE. No party (Pool Stations shall be treated as a single party for purposes of Section 22) shall be liable for its delay or failure to perform 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 obligation which is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. 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. Excusable delays do not include lack of funds, lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. If the act or condition

EXECUTION VERSION

beyond reasonable control that prevents that party from performing any of its obligations under this Agreement continues for thirty (30) days or more, then the other party may terminate this Agreement, in whole or in part, immediately upon written notice to the non-performing party.

23. **HEADINGS.** The headings of the Sections and 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.


24. **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.

25. **SURVIVAL.** This Section 25, all accrued but unpaid monetary obligations of any Pool Station pursuant to this Agreement, and Sections 8, 9, 15, 16, 20, 21, 23, 24, 25 and 27 will survive any expiration or termination of this Agreement.

26. **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.

27. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law, regardless of any conflicts of law principles that would require the application of the laws of another jurisdiction.

HELICOPTERS INC.


By: 
Printed Name: Thomas R. Wagner
Title: Vice President

NEW WORLD COMMUNICATIONS
OF DETROIT, INC.

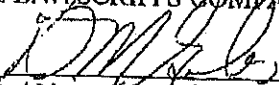
By: 
Printed Name: David M. Keneipp
Title: Senior Vice President

4/13/15

GRAHAM MEDIA GROUP,
MICHIGAN, INC.

By: 
Printed Name: MARLA DRITZ
Title: V.P. + G.M. - WDIV

THE E.W. SCRIPPS COMPANY

By: 
Printed Name: David M. Giles
Title: Vice President, Deputy General Counsel

APPENDIX A
EQUIPMENT LIST

STANDARD INTERIOR
CO-PILOT
TWO PASSENGER SEAT BELTS & SQUABS
BATTERY – LEAD ACID
FIRE EXTINGUISHER
TIE DOWN RINGS (4)
CO-PILOT BLANKING PLATE COLLECTIVE
NET ASSY R/H & L/H BAGGAGE COMPARTMENT
FIN STORAGE
PILOTS AUDIO PANEL
TALENT AUDIO/VIDEO PANEL
TYLER STRAIGHT TUBE MOUNT
CAMERA OPERATOR AUDIO PANEL
CAMERA OPERATOR VIDEO BOX
MRC PTX-PRO TRANSMITTER
MRC TRANSMITTER REMOTE CONTROL
DIGITAL RECORDER
TOWEL BAR ANTENNA
TOWEL BAR ANTENNA
ANTENNA
FLIR UMIII HD AMERA GIMBAL
FLIR CAMERA CABLES
FLIR CAMREA CONTROL BOX
E.N.G. EQUIPMENT CONSLE W/PANEL
FLIR LAPTOP CONTROL PANEL
MRC TRANSMITTER REMOTE CONTROL
KY196 COMM
KT76A TRANSPONDER
KN53 NAV
KY196 COM
GARMIN GPS 150XL
BLIND ENCODER
HOURMETER
K1525A NAV INDIATOR
ATTITUDE INDIATOR
K1204 VOR-LOC- GS INDICATOR
FLUX VALVE
TYLER MOUNT END PIECE
TOSHIBA CAMERA W/ LENS
TOSHIBA CCU
MARSHALL 10" HD VIDEO MONITOR
MARSHALL 10" HD VIDEO MONITOR
BRIGHTEYE ANALOG TO HD VIDEO CONVERTER
BRIGHTEYE ANALOG TO HD VIDEO CONVERTER
BRIGHTEYE ANALOG TO HD VIDEO CONVERTER
BRIGHTEYE AUDIO DELAY BOX
NEL HD VIDEO ENCODER
SONY CCU

EXBCUTION VERSION

SONY CAMERA W/ LENS
MOTOROLA RADIO
MOTOROLA RADIO
NSI CONTROL
NSI PROCESS
NSI SUPER POD/EAC BELLY MOUNT
UNIDEN SCANNER
FREZZI MINI FILL W/ BARN DOORS & FILTER
FREZZI MINI FILL W/ BARN DOORS & FILTER
ASTRON CONVERTER
ASTRON CONVERTER
ASTRON CONVERTER
STATIC INVERTER
ACCELE 6.4" MONITOR
ACCELE 6.4" MONITOR
HOURLMETER
TRANSPONDER ANTENNA
ANTENNA
ANTENNA
ANTENNA
GPS ANTENNA
GPS ANTENNA
TOSHIBA COAMERA W/ LENS
TOSHIBA CCU
QUALCOMM SATELLITE PHONE
QUALCOMM MODULE
QUALCOMM ANTENNA
PANASONIC QUAD SPLITTER
TV ANTENNA
TV ANTENNA
TV ANTENNA
SLAVING ACCESSORY
E.N.G. CIRCUIT BREAKER PANEL

APPENDIX B

FLIGHT FOLLOWING AGREEMENT

This Agreement dated February 1, 2015, by and between Helicopters Inc., a Missouri Corporation (hereinafter referred to as "Company") and New World Communications of Detroit, Inc., on behalf of station WJBK (together with its controlled affiliates, "Fox"), The E. W. Scripps Company (together with its controlled affiliates, "Scripps"), and Graham Media Group, Michigan, Inc., successor to Post-Newsweek Stations, Michigan, Inc. (together with its controlled affiliates, "Graham") (Fox, Scripps, and Graham, are each referred to herein as a "Pool Station" and collectively as the "Pool Stations") sets forth the flight following procedures to be performed by Pool Stations personnel under this and other outstanding agreements.

Federal Aviation Regulations require that aircraft operating under Part 135 use agreements have definite procedures established for tracking and monitoring each flight for which a Federal Aviation Administration flight plan is not filed. General procedures to accomplish these requirements have been incorporated in the Helicopters Inc. Company Operations Manual, and the Helicopter Flight Following Handbook.

Company agrees to provide Pool Stations with a Helicopter Flight Following Handbook outlining the appropriate procedures for Flight Following, and Pool Stations agree to initiate and follow the procedures for all Part 135 helicopter flight operations performed on their behalf using their normal communications network and station personnel, for all flights within a 100 mile radius of each Pool Station. Company's pilot will initiate flight following outside of the 100 mile radius by filing an FAA flight plan with the appropriate Flight Service Station.

Company agrees to provide training to at least one employee at each Pool Station on the proper use of the Helicopters Flight Following Handbook and Pool Stations agree to ensure that at least one employee at each Pool Station is properly trained at all times. Each Pool Station agrees to keep at least one copy of the handbook at the station's news desk at all times and to use the appropriate procedures found therein for all Part 135 flight operations initiated on its behalf.

Pool Station personnel, in conjunction with Company's pilot, will make a reasonable estimate of the time of arrival (ETA) of the helicopter at its destination(s) for flights within the designated area. If the helicopter has not arrived within 45 minutes of the ETA and Pool Station has not been notified of a change in the ETA by the pilot or Pool Station crew, then Pool Station personnel will immediately initiate the appropriate procedures as outline in the Helicopter Flight Following Handbook made a part hereof.

HELICOPTERS INC.

GRAHAM MEDIA GROUP,
MICHIGAN, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXECUTION VERSION

NEW WORLD COMMUNICATIONS
OF DETROIT, INC.

By: _____
Printed Name: _____
Title: _____

THE E.W. SCRIPPS COMPANY

By: _____
Printed Name: _____
Title: _____

APPENDIX C

INSURANCE CERTIFICATES

The Form and Content of the Certificate(s) of Insurance to be furnished by the Company to the Station shall be as follows.

Limits of Liability

~~50,000,000 and occurrence Combined Single Limit for Bodily Injury (including Passenger Bodily Injury) and Property Damage.~~

Aircraft

AS350B2 and any other helicopter furnished by Company.

Additional Insured

It includes as additional Insureds each Pool Station and their respective parents, subsidiaries and affiliates and their respective employees, independent contractors, directors, officers, agents, successors, and assigns.

Contractual Liability

This policy covers the liability of Company and Pool Stations as provided by the policy.

Primary Insurance

This insurance shall apply as primary insurance without any right of contribution of any other insurance that may be carried by Pool Stations, their parents, subsidiaries and affiliates, and the Other Insurance Clause in this policy is amended accordingly.

Invalidation of Coverage Clause

This insurance includes an Invalidation of Coverage Clause in favor of Pool Stations and their respective parents, subsidiaries and affiliates and their respective employees, independent contractors, directors, officers, agents, successors, and assigns.

Terrorism Coverage (Only if Pool Stations request Terrorism endorsement.)

This policy covers terrorism under the Terrorism Reinsurance Insurance Act of 2002 for Certified Events and also for Noncertified Events.

EXECUTION VERSION

Rights Against Third Parties Endorsement

Policy will include insurer's Rights Against Third Parties endorsement in favor of Pool Stations, for any losses incurred by Company or such insurers, whether or not due to the act, omission, error, negligence or misconduct of any of Company or Pool Stations or their agents, employees, independent contractors or invitees (including without limitation any Pilot employed or otherwise provided by Station).

Rights Against Third Parties Endorsement

This policy shall provide for thirty (30) days' prior written notice to (licensee) by registered mail or certified mail return receipt requested of cancellation, nonrenewal or material change in the insurance provided. If Accord certificates are used, the words "shall endeavor to" shall be deleted and replaced by "shall" in the second line, and the last two lines of the section headed "Cancellation" shall be deleted in their entirety.

FLIGHT FOLLOWING AGREEMENT

This Agreement dated February 1, 2015, by and between Helicopters Inc., a Missouri Corporation (hereinafter referred to as "Company") and New World Communications of Detroit, Inc., on behalf of station WJBK (together with its controlled affiliates, "Fox"), The E. W. Scripps Company (together with its controlled affiliates, "Scripps"), and Graham Media Group, Michigan, Inc., successor to Post-Newsweek Stations, Michigan, Inc. (together with its controlled affiliates, "Graham") (Fox, Scripps, and Graham, are each referred to herein as a "Pool Station" and collectively as the "Pool Stations") sets forth the flight following procedures to be performed by Pool Stations personnel under this and other outstanding agreements.

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HELICOPTERS INC.

By: Thomas R Wagner
Printed Name: Thomas R Wagner
Title: Vice President

GRAHAM MEDIA GROUP,
MICHIGAN, INC.

By: [Signature]
Printed Name: Alison Davis
Title: VP + GM. WJBK

NEW WORLD COMMUNICATIONS
OF DETROIT, INC.

By: [Signature]
Printed Name: David M. Kenelpp
Title: Senior Vice President

THE E.W. SCRIPPS COMPANY

By: [Signature]
Printed Name: David M. Giles
Title: Vice President, Deputy General Counsel

4/13/15