



Tom O'Connor, Operations Engineer
WLAE-TV/LAE Productions
3330 N. Causeway Blvd. Suite 345
Metairie, LA 70002
Phone: (504) 378-3780

Proposal Number P17_306918_001

Your FDH Velocitel Contact is:
Jon Marcusse
200 North Warner Road, Suite 215
King of Prussia, PA 19406
Cell: 214-717-2282
E-Mail: jon.marcusse@fdhvelocitel.com
We Rise To Challenges Everyday

(Quotation valid 60 Days from Proposal Date)

All proposals are subject to final review and acceptance by Stainless, a business of Velocitel, Inc. d/b/a FDH Velocitel



11/20/2017

Tom O'Connor, Operations Engineer
WLAE-TV/LAE Productions
3330 N. Causeway Blvd. Suite 345
Metairie, LA 70002

Re: Proposal # P17_306918_001
Tower

Location: New Orleans, LA

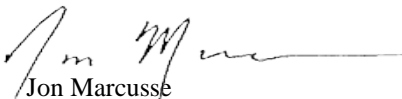
Dear Tom,

Attached please find our proposal for materials, installation services and all-risk builders insurance to upgrade the existing tower. This proposal is in accordance with the recommendations as outlined in structural analysis, Report #306918 dated 8/3/2017 for condition #3, while supporting equipment as specified in accordance with TIA Standard 222-G to retain the original design wind load rating of 145 MPH. Work to be performed in 4th quarter of 2018.

Should you have any questions regarding this proposal, or need further information at this time, please don't hesitate to contact me at 214-717-2282.

Sincerely

Stainless, a business of Velocitel, Inc. d/b/a FDH Velocitel



Jon Marcusse
National Sales Manager - Broadcast

Attachment



PROPOSAL: EXHIBIT “A”

WLAE-TV/LAE Productions
3330 N. Causeway Blvd. Suite 345
Metairie, LA 70002
Attention: Tom O'Connor

Engineering and Fabrication service for condition #3 to include:

Lot 1. Modification materials to upgrade the existing tower.

- a. Design and fabrication of New Pipes to be bolted to existing tower legs from 883.8' – 833.8' elevation (8 bays).
- b. Design and fabrication of new diagonals as defined below.

908.8' – 890.0'	3 bays
796.3' – 771.3'	4 bays
627.5' – 615.0'	2 bays

- c. Design and fabrication of new horizontals to reinforce existing as defined below.

933.8' – 896.3'	7 levels
796.3' – 777.5'	4 levels
640.0'	1 level

- d. Design and fabrication of additional horizontal braces at the midpoint of the following diagonal bracing panels.

833.8' – 808.8'	4 bays
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- e. Assembly, Installation and guy tension drawings for above mentioned items.

Lot 2. Erection Services will include installation of the above-mentioned materials. Additional services to include:

1. Mobilization
2. Off load material and equipment
3. Inventory Material
4. Set up site and rig tower
5. Perform a P&T (6 levels) on the tower.
6. Reinforce tower legs at the following locations:
883.8' - 833.8' (8) bays (bolt on)
7. Install additional horizontal sub-bracing at the midpoints of the following bays:
833.8' - 808.8' (4) bays
8. Replace existing diagonal bracing with new, higher capacity members at the following locations:
908.8' – 890.0' (3) bays
796.3' – 771.3' (4) bays
627.5' – 615.0' (2) bays



9. Reinforce existing horizontal bracing with new, higher capacity members at the following locations:
933.8' – 896.3' (7) bays
796.3' – 777.5' (4) bays
640.0' (1) bays
10. Lower existing Dielectric antenna from 880' c.o.r. to 800' c.o.r. and remove 4 1/16" line from 880' down to 800' and re-plumb antenna into existing line
11. Install new 4-1/16" rigid transmission line for new CH 23 antenna (950' run, 880' vertical 70' horizontal)
12. Install new Ch. 23 antenna and tie into new 4 1/16" line
13. Perform Inspection of work completed, Clean up punch list and Document
14. Down Rig and Cleanup Site
15. De-Mobilize

PRICE FOR ALL MODIFICATIONS	\$129,127.00
PRICE FOR ALL RIGGING.....	\$19,178.00
PRICE FOR ALL ANTENNA AND LINE RELOCATION AND INSTALL.....	\$128,647.00
TOTAL PRICE FOR ALL MODIFICATIONS AND SERVICES	\$276,952.00

PAYMENT TERMS:

30% down payment due upon execution of this proposal
60% upon shipment of steel
Final balance upon completion

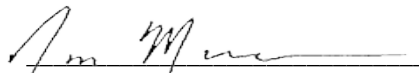


GENERAL NOTES:

1. This proposal is for material and labor as stated. Any additional work to be performed will be quoted on a cost plus or fixed price basis.
2. Price includes temporary support while replacing diagonal or horizontal members.
3. All work to be completed during daylight hours.
4. Power reduction on some antennas, as well as down time, should be expected during tower modifications.
5. Assumes no RF protective clothing is required.
6. Assumes service crews have full access to customer's site and tower.
7. Erection is based on normal site access to base and guy anchors by two-wheel drive construction vehicles and the use of erection procedures and methods that have been employed in the industry for the last 50 years. Any conditions that alter or modify those conditions shall be cause for re-negotiation. A level, cleared area at the tower base for tower assembly and crane operation will be required.
8. All antennas, transmission lines and mounting hardware are to be provided by customer at the time of tower services. Customer is responsible for insuring adequate line testing and troubleshooting before the erector demobilizes from site.

Presented by:

Stainless, a business of Velocitel, Inc. d/b/a FDH Velocitel



Jon Marcusse, National Sales Manager - Broadcast

Accepted by:

WLAE-TV/LAE Productions

Tom O'Connor, Operations Engineer
Or Authorized Representative

ALL PROPOSALS ARE SUBJECT TO STAINLESS TERMS AND CONDITIONS OF SALE. EXCEPT FOR TERMS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED STAINLESS REPRESENTATIVE, ANY TERMS THAT CONTRADICT THE PRINTED TERMS REFERENCED IN THIS PROPOSAL AND ANY PREPRINTED TERM AND CONDITION ON ANY COMPANY PURCHASE ORDER OR COMMUNICATION FOR CONDITIONS OF SALE, ARE VOID.

Velocitel, Inc. d/b/a FDH Velocitel
Proposal Terms and Conditions

The following terms apply to the purchase of services ("Services") set forth in this Proposal. This Proposal is between the Client set forth on the Proposal ("Client") and Velocitel, Inc. d/b/a FDH Velocitel ("FDH Velocitel"). This Proposal becomes a valid and binding obligation of the parties upon the earlier of: (i) FDH Velocitel's receipt of a signed copy of the Proposal by an authorized representative of the Client; (ii) receipt of a purchase order from the Client, or (iii) Client's request, in writing, to commence performance under this Proposal. Any other terms, except those expressly agreed to in writing and signed by an authorized FDH Velocitel representative, regarding this Proposal are not valid.

1. **PAYMENT AND INVOICES:** Client will pay any amounts due within 30 days after receipt of an invoice. FDH Velocitel will not invoice Client until Services rendered are accepted by Client, and such acceptance shall not be unduly withheld. FDH Velocitel reserves the right to stop work or to withhold information if the terms stated above are not met. No updated drawings or calculations shall be provided unless payments are current. Where the fee arrangement is on an hourly basis, the rates shall be those that prevail at the time of Service. Interest at the rate of 1.5% per month will be charged on all amounts not paid within the period noted. Interest is calculated from the date of the initial billing of Services and is not compounded.
2. **CONFIDENTIALITY:** Any and all information, including this Proposal, learned by either party concerning the business or affairs of the other shall be treated as confidential both during the term of this Proposal, and for 1 year after termination. Any such information shall not be disclosed to any other person, firm or corporation without the express written consent of the affected party (except that FDH Velocitel may disclose such information to its subcontractors for purposes of performing its obligations hereunder.) Client agrees that it will not refer to the existence of this Proposal in press releases, advertising or materials distributed to prospective customers without the express written consent of FDH Velocitel, which consent may be withheld in its sole discretion. In addition, the receiving party shall, with respect to any information, including this Proposal, received from the disclosing party or its agents: (i) hold such information in strict confidence and use the same only in connection with the Services provided hereunder; (ii) take such precautions as shall be reasonably necessary to keep such information confidential, and prevent unauthorized disclosure of such information by receiving party's employees and agents; and (iii) upon request, return or discard, at receiving party's option, any physical or written records containing such information, whether such records were supplied by FDH Velocitel or prepared by Client. The parties may retain copies (i) for their legal records, (ii) electronic archival purposes, and (iii) where required by law, provided that all such retained copies shall remain subject to the confidentiality provisions of this Proposal.
3. **WARRANTIES AND CERTAIN COVENANTS:**
 - a. FDH Velocitel warrants and covenants that all Services delivered shall conform with this Proposal and all mutually agreed upon specifications. Client's sole remedy for a breach of this warranty shall be either a refund all amounts paid for defective Services or repair of the defective Services at no additional cost to Client.
 - b. The scope of the Services is limited to the scope outlined in this Proposal and FDH Velocitel is not responsible or liable for any work beyond the Services described in this Proposal.
 - c. FDH Velocitel warrants that Services shall not infringe any patent, copyright, trademark, service mark, intellectual property rights or the misappropriation of any trade secret or the violation of a right of publicity or a nondisclosure obligation.
4. **INDEMNIFICATION:** Parties shall indemnify and hold harmless each other and their affiliates, and the directors, officers, shareholders, agents and employees of any of them (collectively, "Indemnitees"), from and against any fine, penalty, loss, cost (including reasonable attorneys' fees), damage, injury, claim, expense or liability (collectively "Liabilities"), including but not limited to, Liabilities as a result of: (i) breach of any warranty or representation by a party hereunder; (ii) injury to or death of any person; or (iii) damage to, or loss or destruction of, any property, when Liabilities arise out of or result from or in connection with a party's breach of this Proposal or with the performance or non-performance by the party, subcontractors or party's personnel under this Proposal, except for that portion of Liabilities which is directly caused by the negligence or misconduct of an Indemnitee.
5. **PROPRIETARY RIGHTS:** Documents produced by FDH Velocitel under this Proposal are not to be used for any other purpose or project, without express agreement in writing and with appropriate compensation to FDH Velocitel. Client warrants to FDH Velocitel that Client's employees are subject to agreements that will secure FDH Velocitel's rights under this Proposal.
6. **TERMINATION:** FDH Velocitel may, at any time, terminate for convenience further performance of all or part of the Services by giving written notice to Client, and Client shall only be responsible for payment of that portion of Services completed prior to the termination date. If Client, for any reason, fails to pay within the 30 day period, FDH Velocitel without liability (except for Services previously delivered and accepted), may terminate this Proposal in whole or in part, by written notice to Client, and, in addition to payment, Client will be liable to FDH Velocitel for damages that FDH Velocitel incurs due to non-payment.
7. **INSURANCE:** Throughout the performance of Services under this Proposal, FDH Velocitel agrees to maintain insurance policies that include, but are not limited to: general commercial liability, E&O liability, worker's compensation to comply with applicable law, employer liability and automobile liability. All insurance policies will have limits of at least \$1,000,000 per occurrence.
8. **LIMITATION OF FDH VELOCITEL'S LIABILITY.** FDH VELOCITEL WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOST PROFIT), SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS PROPOSAL. FDH VELOCITEL'S LIABILITY FOR ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS PROPOSAL WILL NOT EXCEED THE PRICE OF THE SERVICES GIVING RISE TO THE CLAIM.
9. **APPLICABLE LAW:** This Proposal shall be governed by, subject to and construed according to the laws of the State of Illinois without regard to conflict of laws provisions. The prevailing party in any formal dispute shall be entitled to recover reasonable legal costs from the non-prevailing party.
10. **GENERAL**
 - a. FDH Velocitel's right to remedies under law or equity are cumulative and may be exercised concurrently or separately.
 - b. Other than for payment of outstanding invoices, a party shall be excused from performing its obligations hereunder to the extent that, and for so long as, such performance is prevented or delayed by an act or event beyond its reasonable control.
 - c. The invalidity in whole or in part of any provision of these terms will not affect the validity of any other provision of the terms.
 - d. FDH Velocitel has the right to offset any amount owed by Client to FDH Velocitel under this Proposal or any other agreement against any amount owed by FDH Velocitel to the Client under this Proposal or any other Agreement.
 - e. Reimbursable costs are in addition to the fees for Services and include actual expenditures made by FDH Velocitel in the completion of the project. Such costs shall be billed at 1.15 times the direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to the following: auto mileage at federal government rates; fees and charges for services contracted on behalf of the Client.
 - f. Any written communication should be sent to FDH Velocitel, Inc., d/b/a FDH Velocitel 1033 Skokie Blvd. Suite 320 Northbrook, IL 60062 Attn: Legal Dept.
 - g. FDH Velocitel will: (a) comply with all applicable federal, state and local laws, ordinances, regulations and orders with respect to its performance of the Services, including, without limitation, any labor, non-discrimination and equal opportunity in employment laws, ordinances, regulations and orders; (b) file all reports relating to the Services to be performed hereunder (including, without limitation, tax returns); (c) pay all filing fees and federal, state and local taxes applicable to FDH Velocitel's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due.
 - h. FDH Velocitel reserves the right to assign any of the Services to be performed pursuant to the Proposal to any of its subsidiaries, at its sole discretion.