

2019 SPORTS AND INVENTORY AMENDMENT

This 2019 Sports and Inventory Amendment (this “**2019 Sports and Inventory Amendment**”) is by and between CBS Affiliate Relations, a Unit of CBS Corporation (“**CBS**”), and each entity set forth on **Schedule I** hereto (each, a “**Broadcaster**”), and is entered into as of September 23, 2019 and effective as of September 1, 2019 (the “**Effective Date**”) with regard to each CBS Network Affiliation Agreement made by and between CBS and the respective Broadcaster in effect as of the Effective Date, as such agreement may be amended, clarified, extended, modified, renewed, replaced or succeeded (each, an “**Affiliation Agreement**”), relating to the affiliation of the broadcast station(s) set forth across from such Broadcaster’s name on **Schedule I** hereto (each, and “**Affiliated Station**”) with the CBS Network (as defined below).

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the respective Affiliation Agreement. With respect to each Affiliated Station, this 2019 Sports and Inventory Amendment shall be deemed to be an individual agreement between CBS and the respective Broadcaster, and such Broadcaster shall have sole responsibility for its obligations and liabilities under this 2019 Sports and Inventory Amendment on a several basis.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree to amend each Affiliation Agreement as follows:

1. Definitions.

- a. The definition of “MVPD” is hereby deleted in its entirety and replaced with:

“**“MVPD”** means a multichannel video programming distributor that makes available for purchase by subscribers or consumers on a subscription basis multiple channels of linear video programming services, which video programming services are delivered via such distributor’s Traditional MVPD Platform (such services, “MVPD Services”).”

- b. The definition of “Program Related Material” is hereby deleted in its entirety and replaced with:

“**“Program-Related Material”** means (in addition to the Affiliated Station’s primary video and audio broadcast stream): (i) information and material of a commercial or non-commercial nature that is directly related to the subject matter of, or persons appearing in, the Network Programs, or specific CBS Network commercial advertisements or promotional announcements contained in the Network Programs, if such information or material is transmitted concurrently or substantially concurrently with the associated Network Program, commercial advertisement or promotional announcement, (ii) closed-captioning information, (iii) program identification codes and watermarks (including Nielsen NAVE audio watermarks), (iv) program ratings information, (v) alternative language feeds related to the programming, (vi) video description information, and (vii) such other material as may be essential to or necessary for the delivery or distribution of the Network Programs, including information required by law to be transmitted.”

- c. The definition of “Traditional MVPD Platform” is hereby deleted in its entirety and replaced with:

“**“Traditional MVPD Platform”** means, with respect to a given MVPD, such MVPD’s secure, private, closed, facilities-based multichannel video service infrastructure (whether

via cable (e.g., as offered by Charter; Comcast), direct broadcast satellite (DBS) (e.g., as offered by DIRECTV; DISH Network) or telco (e.g., as offered by Verizon FiOS TV; AT&T U-verse TV) as such terms are commonly understood in the U.S. television industry as of August 1, 2019 via which such MVPD delivers to its subscribers its MVPD Services to a Television Receiver or a Set-Top Box under such MVPD's Conditional Access and Control located in the subscriber's residence, where such delivery and receipt by the subscriber is not reliant on the subscriber having access to, and does not occur over, mobile wireless infrastructure, VPN or the Internet. For clarity, any reference to "the Internet or any high speed data service" in connection with the defined term Traditional MVPD Platform herein shall be deemed revised to read "mobile wireless infrastructure, VPN or the Internet".

- d. The definition following definition of "Internet" is hereby added:

"Internet" means the public network commonly known as the "internet", comprised of a collection of interconnected networks utilizing TCP/IP protocols to establish communications between devices (or such other generally accepted successor or replacement protocol(s) used to establish such communications), which network(s) provide access to most publicly available websites."

- e. The definition following definition of "Set-Top Box" is hereby added:

"Set-Top Box" means (i) any integrated receiver decoder hardware device located in the premises of the applicable subscriber that (A) is CableLabs-certified, (B) is designed primarily for the reception by an authorized subscriber of MVPD Services delivered via a Traditional MVPD Platform, and (C) over which such MVPD has the technology to control the authorization and deauthorization of a given subscriber's access to specific video programming services distributed by such MVPD over such Traditional MVPD Platform ("Conditional Access and Control"); and (ii) any software application that has been approved by CBS embedded in a Television Receiver and such software complies with the foregoing clauses (B) and (C). A CableLabs-certified CableCARD host device equipped with a CableCARD which is primarily designed for the reception and viewing of MVPD Services by an authorized subscriber shall be deemed a Set-Top Box hereunder, but only if and for so long as such MVPD has Conditional Access and Control via such CableCARD."

- f. The definition following definition of "Television Receiver" is hereby added:

"Television Receiver" means a device that: (i) is capable of receiving and displaying over-the-air signals broadcast by television stations; (ii) is intended primarily for the reception and simultaneous viewing of such signals, and of programming delivered by an MVPD; (iii) has a built-in, over the air tuner not meant to be removed; and (iv) is capable of audience measurement by Nielsen Media Research with methodologies currently in use. For the avoidance of doubt, "Television Receiver" does not include portable devices such as laptops, iPads or other tablets, iTouch, or smartphones."

2. **Exclusivity.** Paragraphs 3(b) (Additional Exclusivity), 3(c) (Licensed Programs), 3(d) (Exceptions to Additional Exclusivity), 3(e) (Affiliate Participation) and 3(f) (Expiration of Additional Exclusivity Provisions) are hereby deleted in their entirety and replaced with:

"(b) Additional Exclusivity

As to any Network Prime Time Entertainment Program that is a CBS Owned Program and that Broadcaster accepts, CBS will not, unless otherwise waived by Affiliated Station or as provided in this Affiliation Agreement: (i) authorize or permit the telecast of such entire

Network Prime Time Entertainment Program on any other broadcast network (e.g., CW, NBC, ABC, My Network TV, Fox and any other broadcast television network that offers an interconnected program service on a national and regular basis to multiple affiliated broadcast television stations) or cable network (e.g., USA, TNT, Bravo, A&E) in Affiliated Station's designated market area as defined by Nielsen Media Research, Inc. ("DMA"), at any time during the Exclusivity Period, or (ii) authorize or permit the exhibition of such an entire Network Prime Time Entertainment Program on platforms other than such broadcast and cable networks (e.g., the Internet/broadband) prior to the conclusion of the scheduled broadcast of such Network Prime Time Entertainment Program in Affiliated Station's DMA on the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to Network-Affiliated Stations for simultaneous television broadcasting on the CBS Network in Affiliated Station's DMA ("CBS First Run") (the "Additional Exclusivity Arrangements").

(c) Licensed Programs

(i) *Applicability of Additional Exclusivity Arrangements.* CBS shall use its commercially reasonable efforts (which efforts shall not require the payment of additional consideration to third-party licensors) to obtain such contractual or other rights from third parties as may be necessary so that the Additional Exclusivity Arrangements will apply to all Network Prime Time Entertainment Programs that are Licensed Programs as if such Licensed Programs were CBS Owned Programs for purposes of Paragraph 3(b) hereof. CBS shall provide Broadcaster with prompt written notice in the event that the Additional Exclusivity Arrangements will not apply to any Licensed Network Prime Time Entertainment Program, which notice shall be dispatched no later than (A) the date that is seven days after the public announcement by CBS that it will carry such Licensed Program in its program schedule for the Broadcast Season, (B) if such Licensed Program was not originally included in the program schedule for the Broadcast Season, the date on which CBS offers such Licensed Program to Network-Affiliated Stations for simultaneous television broadcasting on the CBS Network, or (C) with respect to any such Licensed Program (other than a series pilot), the date that is seven days after CBS has entered any agreement that is inconsistent with the Additional Exclusivity Arrangements.

(ii) *Preemption.* If the Additional Exclusivity Arrangements do not apply to any Licensed Network Prime Time Entertainment Program for any reason, Broadcaster shall have the right to preempt such Licensed Network Prime Time Entertainment Program and substitute in its place a program selected by Broadcaster. Broadcaster shall notify CBS as far in advance as reasonably practicable of any such preemption and substitution. The preemption of a Licensed Network Prime Time Entertainment Program pursuant to this Paragraph 3(c)(ii) shall not be counted against any agreed limitation on preemptions of Network Programs (subject to Section 73.658 of the FCC's rules) applicable to the Affiliated Station, or otherwise have any economic consequences that are adverse to Broadcaster under this Affiliation Agreement. For the avoidance of doubt, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, all advertising inventory adjacent to any Licensed Network Prime Time Entertainment Program preempted pursuant to this Subparagraph 3(c)(ii).

(d) Exceptions to Additional Exclusivity.

For purposes of clarity, and without implying any expansion or reduction of the exclusivity provided by this Paragraph 3, the Additional Exclusivity Arrangements are expressly recognized as not applying to the following, notwithstanding anything in Paragraph 3(b) to the contrary:

(i) subject to Paragraph 3(e), Subscription Video on Demand (i.e., distribution for viewing on a paid subscription or fee for viewing basis, at the time of each individual subscriber's own choosing, as part of a general video-on-demand service, e.g., Netflix, as such service operated on August 1, 2019) ("SVOD");

(ii) Free-to-subscriber Video on Demand (i.e., distribution for exhibition by an MVPD on a Traditional MVPD Platform for viewing by its subscribers at the time of each individual subscriber's own choosing, without any separate and incremental charge to the subscriber, e.g., Video on Demand episodes available to Comcast video subscribers as part of a basic cable subscription) ("FVOD");

(iii) promotional uses (i.e., distribution primarily for the purpose of promoting a Network Prime Time Entertainment Program on the CBS Network);

(iv) distribution to the general public for exhibition in the home by means of DVDs, video discs or similar devices;

(v) [Intentionally omitted.];

(vi) distribution of clips, segments, footage and or parts of Network Programs;

(vii) any episodic Network Program that CBS has ceased to broadcast on a network basis, i.e., "cancelled programs";

(viii) Theatrical Movies, Made-for-Television Movies, Non-Dramatic Specials or Mini-Series, provided that any exhibition of such Network Program on cable networks or the Internet will not be made prior to the conclusion of the CBS First Run of such Network Program in Affiliated Station's DMA;

(ix) [Intentionally omitted.];

(x) distribution via CBS All Access where Broadcaster has not accepted the opportunity to have Affiliated Station's live, linear stream affiliated with the CBS Network distributed via CBS All Access pursuant to the opportunity negotiated with the Affiliates Board in August 2019 by returning an executed copy of the definitive agreement associated with such negotiated opportunity to CBS by October 23, 2019 and Affiliated Station would receive a Participation Payment of at least one thousand five hundred dollars (\$1,500.00) per month (the monthly Syncbak license fee) from such distribution;

(xi) distribution via a New Entrant OTT Platform as to which Broadcaster has not accepted a Covered Opportunity within sixty (60) days of CBS providing Broadcaster executable documents to accept such Covered Opportunity; provided that the period shall be thirty (30) days with regard to any renewal, replacement or extension of distribution on a New Entrant Platform under a Covered Opportunity; provided further that for purposes of this Paragraph 3(d)(xi):

(1) a "New Entrant OTT Platform" shall mean a platform that distributes video programming to subscribers on a live, linear basis that: (i) is reliant on the subscriber having access to a mobile wireless infrastructure, VPN, the Internet, or any service other than a Traditional MVPD Platform; (ii) had not qualified for, and availed itself of, a license as of February 1, 2017 under 17 U.S.C. § 111 or 17 U.S.C. § 122; and (iii) is not majority owned by one of the ten largest MVPDs, or affiliates thereof, as of August 1, 2019, which are AT&T (including DirecTV), Comcast Cable, Charter Communications, Dish Network, Verizon, Cox Communications, Altice, Frontier Communications, Mediacom, and WOW!.

(2) a "Covered Opportunity" shall mean an opportunity negotiated and/or presented by CBS to Broadcaster for distribution of Affiliated Station's

CBS-affiliated program stream via a New Entrant OTT Platform as to which any one of the following apply at any point:

(A) owners of Network-Affiliated Stations comprising at least sixty-six percent (66%) of television households in Network-Affiliated Station DMAs (excluding DMAs in which CBS owns or controls a broadcast television station affiliated with the CBS Network) served by such New Entrant OTT Platform have accepted such opportunity;

(B) owners of Network-Affiliated Stations comprising at least sixty-six percent (66%) of Network-Affiliated Station DMAs (excluding DMAs in which CBS owns or controls a broadcast television station affiliated with the CBS Network) served by such New Entrant OTT Platform have accepted such opportunity; or

(C) the opportunity would result in Affiliated Station receiving a monthly per-subscriber payment in connection with such New Entrant OTT Platform distribution of not less than one dollar and twenty eight cents (\$1.28) in 2020, one dollar and seventy two cents (\$1.72) in 2021, one dollar and eighty two cents (\$1.82) in 2022 and one dollar and ninety three cents (\$1.93) in 2023, to the extent such opportunity contemplates distribution of Affiliated Station in such year.

(e) Affiliate Participation.

(i) Subject to the following sentence, Broadcaster will share in revenue paid to CBS from the SVOD exhibition, or the electronic sale or rental ("EST"), of an entire Network Prime Time Entertainment Program during the Broadcast Season in which the episode in question has its CBS First Run, it being understood that, except for Paragraph 3(d)(i), this will not apply to programs or distribution exempted under Paragraph 3(d) above. Notwithstanding the previous sentence, no revenue share will be owed or paid related to distribution of an entire Network Prime Time Entertainment Program during the Broadcast Season in which the episode in question has its CBS First Run by a platform commonly owned with CBS (e.g., via CBS All Access), except for: (x) Pre-Air Exhibitions, as defined below, unless the episode was first distributed on CBS All Access more than one (1) year prior to the date for which it is offered to Network-Affiliated Stations for broadcast by Traditional Television as part of the CBS Program Stream (y) Simultaneous Exhibitions, as defined below, unless the episode was (A), first distributed on CBS All Access more than one (1) year prior to the date for which it is offered to Network-Affiliated Stations for broadcast by Traditional Television as part of the CBS Program Stream or (B), distributed via CBS All Access as part of either the distribution of Affiliated Station's live, linear program stream affiliated with the CBS Network or distribution permitted pursuant to Paragraph 3(d)(x) above and (z) any exhibitions that are otherwise permitted pursuant to Paragraph 3(d) above.

With respect to Network Prime Time Entertainment Programs exhibited or distributed on an SVOD or EST basis to subscribers or customers in Affiliated Station's DMA, CBS shall pay Broadcaster a proportionate share, based on the number of television households in Affiliated Station's DMA divided by the total number of television households in all DMAs of CBS Network Stations in which the Network Prime Time Entertainment Program in question is exhibited or distributed on an SVOD or EST basis, of the following percentage of Net Profits from SVOD/EST Gross Revenues as follows:

(1) for programs that are exhibited or distributed on an SVOD/EST basis prior to or simultaneous with its CBS First Run ("Pre-Air Exhibitions" and "Simultaneous Exhibitions"), twenty percent (20%) of Net Profits.

(2) for programs that are exhibited or distributed on an SVOD/EST basis after its CBS First Run (“Post-Air Exhibitions”), ten percent (10%) of Net Profits.

CBS will pay Broadcaster its share of Net Profits under this subparagraph every six (6) months, on or about July 1 and December 31, for the preceding six-month period (e.g., CBS will make the payment to Broadcaster on July 1 for the July 1 through December 31 period of the previous year, and on December 31 for the preceding January 1 through June 30 period; provided that the payment due on December 31 of the final year in which CBS’s payment obligations hereunder are in effect, will be for the January 1 through August 31 of such year). CBS’s payment shall be accompanied by a statement, in reasonable detail, accounting for the SVOD/EST Gross Revenues paid to CBS, the costs subtracted from such amount in order to calculate Net Profits, and the manner in which Broadcaster’s proportionate share of Net Profits was calculated. The parties acknowledge that CBS shall remain liable for Broadcaster’s share of Net Profits accrued but not paid pursuant to any previous revenue sharing provision of the Affiliation Agreement for Affiliated Station.

(ii) The parties agree that the Affiliates Board or a third party auditor retained by the Affiliates Board, on behalf of Broadcaster and all other Network-Affiliated Station Licensees, shall have the right, upon not less than forty-five (45) days’ prior written notice to CBS, and subject to any contractual obligations of CBS, through August 31, 2023 (but no more than once in any 12 month period during the effective period and once in the year thereafter), at its cost, to conduct a reasonable inspection and audit at CBS’s corporate offices during normal business hours and without reasonably interfering with the operation of CBS’s business, of the books and records of CBS solely to the extent reasonably necessary to verify CBS’s compliance with Paragraph 3(e)(i) and that relate to the applicable period. Any third party auditor retained by the Affiliates Board shall be a certified public accountant that has no conflict with CBS. The Affiliates Board may not commence a new audit until the Affiliates Board or its third party auditor has issued an audit report to CBS with respect to any prior audit. If an audit of CBS’s books and records is conducted in accordance with this section, then Broadcaster shall require that the Affiliates Board or its third party auditor inform CBS in writing, within one hundred and twenty (120) days of the conclusion of such audit (i.e., after the auditors conclude the audit at CBS’s offices), of any claim resulting therefrom (each, an “Audit Claim”), including a true copy of any third party audit and/or all written reports related to such examination (or, if no written reports are generated, a true and complete written description of the findings and conclusions of the audit). The parties further agree that the Affiliates Board hereby has the sole authority to resolve any and all Audit Claims associated with any such audit on behalf of Broadcaster and Affiliated Station, and the Affiliates Board may bind and execute documents on behalf of Broadcaster and Affiliated Station necessary to settle and/or resolve any and all Audit Claims associated with such audit with regard to Broadcaster and Affiliated Station, and any such resolution by the Affiliates Board shall be deemed final and binding as to Broadcaster and Affiliated Station, provided that if the audit finds that, with respect to any term or provision of the audited Affiliation Agreements a station or stations owned by a single Network-Affiliated Station Licensee was treated in an inconsistent manner and all other Network-Affiliated Station Licensees were treated in a consistent manner (any such Audit Claim, a “Referred Claim” and any such term or provision to the extent applicable to such Network-Affiliated Station Licensee, an “Affected Provision”), then only that Network-Affiliated Station Licensee shall have the right to settle and/or resolve that Referred Claim and no other Affiliated Station or Network-Affiliated Station Licensee shall be entitled to any relief or settlement regarding such Affected Provision. Broadcaster shall be deemed to have waived any and all claims it may have with respect to CBS’s compliance with Paragraph 3(e)(i) which are the subject of an audit pursuant to this Paragraph unless the Affiliates Board or its third party auditor, on behalf of Broadcaster, gives written notice of such claims to CBS within one hundred and twenty (120) days of the conclusion of such audit. The information derived from any audit shall be treated as Confidential Information in

accordance with each Affiliation Agreement, and the members of the Affiliates Board and any third party auditor retained by the Affiliates Board shall be required to acknowledge in writing their respective agreement to the confidentiality provisions of such Affiliation Agreement.

(f) Streaming of NFL Games.

In the event that CBS agrees to the live streaming over the Internet of NFL Games, on a stand-alone basis, transmitted for broadcast by the CBS Network, or itself streams such games on any web site or portal it controls, CBS will provide to Affiliated Station (i) the same opportunity, if any, to insert local commercials in or adjacent to the streamed game as is afforded to any CBS O&O Station and (ii) any other rights or opportunities as are afforded to any CBS O&O Station with respect to such streaming, subject to any rights and/or restrictions contained in the NFL Agreement.

(g) Expiration of Additional Exclusivity Provisions.

The exclusivity provisions contained in Paragraphs 3(b)-(f) above shall expire on August 31, 2023.”

3. Affiliated Station’s Commercial Inventory. Paragraph 4 is hereby deleted in its entirety and replaced with:

a. Prime Time Inventory.

Through August 31, 2023, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no less than one hundred fifteen (115) 30-second units of Inventory occurring during regularly scheduled Prime Time Network Programs each calendar week (Monday through Sunday) (the “Prime Time Inventory”). The provisions of this Paragraph 4(a) shall be incorporated, as applicable, in their entirety in any amendment to this Affiliation Agreement, with respect to any period before August 31, 2023, and may not be amended or modified without the approval of the Affiliates Board, which approval may be granted or withheld in its sole and absolute discretion. The Prime Time Inventory shall include a 45-second local newsbreak occurring in the last hour of Prime Time each day of the calendar week, of which 30-seconds each calendar day may be used by Broadcaster as Inventory. Notwithstanding the foregoing sentences of this Paragraph 4(a), the parties agree that the amount of Inventory available for sale by Broadcaster as Prime Time Inventory may be lower than one hundred fifteen (115) 30-second units during those weeks in which the CBS Network schedules special news, sports or sponsor-provided programming of the type set forth, for illustrative purposes only, in **Exhibit A** (“Special Programming”), and in which the amount of Inventory available for sale by Network-Affiliated Station Licensees has, in prior years, been less than in regularly scheduled Prime Time Network Programs; provided, however, that the amount of Special Programming in Network Programs provided by CBS to Affiliated Station in any given Broadcast Year shall be no greater than the amount of Special Programming in Network Programs provided by CBS to the CBS O&O Stations. The Prime Time Inventory shall be allocated substantially in accordance with the programming schedule set forth in **Exhibit B** hereto and in a manner that is materially identical to the allocation of Prime Time Inventory provided by CBS to other Network-Affiliated Station Licensees and to the CBS O&O Stations; provided, however, that CBS shall have the right to reallocate a reasonable amount of Inventory among Network Programs so long as such reallocation does not result in the Prime Time Inventory having materially less value by virtue of their placement than the Inventory that was available to Network-Affiliated Station Licensees and to the CBS O&O Stations as of the commencement of the Term. In addition, through August 31, 2023, CBS shall make available to Broadcaster for local sale the same three (3) additional 30-second units per week in “The CBS Evening News” (or its successor program) (in addition to

the end break available for sale by Broadcaster at the conclusion of “The CBS Evening News”) as were made available in the 2018-2019 Broadcast Season, with one such unit being scheduled as an internal break on each of Monday, Wednesday and Friday, subject to adjustment for significant ratings shortfall or gain. Except as otherwise provided in the preceding sentence with respect to “The CBS Evening News” (or its successor program) and in Paragraphs 4(b), 4(c), 4(d) and 4(e), nothing contained in this Paragraph 4 shall in any way establish or otherwise affect Affiliated Station’s right to Inventory during periods other than Prime Time.

b. NFL Inventory.

(i) In addition to the Prime Time Inventory, with respect to each single NFL Game that is scheduled by the NFL to begin prior to 4:00 p.m. New York City time (an “Early Single NFL Game”) and made available to Affiliated Station for broadcast by CBS, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than eighteen (18), 30-second units of Inventory in or adjacent to such Early Single NFL Game (i.e., no more than three (3), 30-second units immediately preceding the commencement of the NFL Game and no more than four (4), 30-second units of Inventory immediately following the conclusion of the coverage of such Early Single NFL Game).

(ii) In addition to the Prime Time Inventory, with respect to each single NFL Game that is scheduled by the NFL to begin on or after 4:00 p.m., New York City time and made available to Affiliated Station for broadcast (a “Late Single NFL Game”), Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than twelve (12) 30-second units of Inventory in or immediately following such Late Single NFL Game (i.e., no more than three (3), 30-second units of Inventory immediately following the conclusion of the coverage of such Late Single NFL Game).

(iii) In addition to the Prime Time Inventory, with respect to back-to-back broadcasts of NFL Games occurring on the same calendar day that are provided to Broadcaster for broadcast by CBS on the same day (an “NFL Doubleheader”), Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than twenty-nine (29) 30-second units of Inventory in or adjacent to such NFL Doubleheader (i.e., no more than three (3), 30 second units immediately preceding the commencement of the NFL Game and no more than four (4) 30-second units of Inventory immediately following the conclusion of the coverage of such NFL Doubleheader).

(iv) In addition to the Prime Time Inventory, with respect to each single NFL Game that is scheduled by the NFL on Thanksgiving Day, regardless of start time, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, no fewer than nineteen (19) 30-second units of Inventory in or adjacent to such NFL coverage (i.e., no more than three (3), 30-second units of Inventory immediately preceding the commencement of the NFL Game and no more than four (4), 30-second units of Inventory immediately following the conclusion of NFL coverage).

(v) Through the 2022-2023 NFL Season, in years when CBS broadcasts the Super Bowl, it will make available the same amount of Inventory available for sale by Affiliated Station as in CBS’s 2019 Super Bowl broadcast, as set forth in **Exhibit B-1**, including the additional 30-second Unit in the hour prior to kickoff that was made available in that broadcast.

c. NFL Game News Break.

In addition to the foregoing, CBS shall make available an opportunity for Broadcaster to provide a three (3) minute and thirty-four (34) second local news broadcast (the “Local News Window”) during half time of the second game of NFL Doubleheaders provided to Affiliated Station for

broadcast by CBS. The Local News Window will be comprised of a one (1) minute and thirty-four (34) second station break, followed immediately by a two minute (2) period for use, at Broadcaster's option, for a thirty (30) second promotional announcement and a one (1) minute and thirty (30) second local news broadcast. CBS shall make available programming for broadcast during such two (2) minute period in the event that Broadcaster elects not to use it for a local news broadcast.

d. SEC Inventory.

Through August 31, 2023, CBS shall make available for sale by Affiliated Station the same amount of Inventory in or adjacent to Network broadcasts of SEC Football Games as during the 2018 season, as set forth in **Exhibit B-2**, with no diminution in the number of internal spots.

e. NCAA Basketball Inventory.

Through August 31, 2023, CBS shall make available for sale by Affiliated Station in NCAA basketball games (i) within each regular season game, the same amount of Inventory (with comparable placement) as was made available for Affiliated Station's sale during the 2018-19 season, plus an additional 30-second unit adjacent to each regular season game and (ii) the same amount of Inventory (with comparable placement) in games of the NCAA Men's Division I Basketball Tournament ("March Madness") as during the 2019 tournament in the games that are carried by the CBS Network. A schedule of the number of March Madness tournament games that are scheduled to be carried on the CBS Network (and the number that are scheduled to be carried on cable networks owned by Turner Broadcasting System, Inc.) from 2020 through 2023 is attached as **Exhibit D**. The specific number of units of Inventory to be made available for sale by Affiliated Station in regular-season games and March Madness tournament games broadcast by CBS is set forth on **Exhibit B-3**.

4. **Over-the-Top Distribution By MVPDs.** The following paragraph shall be added as a new paragraph at the end of Paragraph 7(d)(iv):

If: (i) the ownership structure of DISH Network Corporation ("DISH") has not materially changed from its ownership structure as of August 1, 2019 (for clarity, any transaction that involves AT&T Inc. and/or DirecTV constitutes a material change in ownership for purposes of this section), (ii) the DISH Sling OTT platform remains materially the same as the DISH Sling OTT platform offered as of August 1, 2019, and (iii) CBS has not entered a deal with DISH or any of its subsidiaries for MVPD OTT Distribution of the program stream affiliated with the CBS Network of the CBS O&O Stations via the DISH Sling OTT platform by December 31, 2020, then CBS will provide Broadcaster the right to offer DISH the right to simultaneously retransmit, via MVPD OTT Distribution via the DISH Sling OTT platform on non-economic terms reasonably provided by CBS.

5. **Exhibits.** Exhibits A, B, B-1, B-2, B-3, C, D, E, F, and G are hereby deleted in their entirety and replaced with the Exhibits attached hereto as Attachment 1.

6. **Sports Programming Fee.** Effective September 1, 2019, and continuing through August 31, 2023, Broadcaster shall pay a "**Sports Programming Fee**" in the amount set forth in Exhibit E. CBS represents, warrants and covenants that (A) the amount of each Network-Affiliated Station Licensee's monthly Sports Programming Fee for the period from September 1, 2019 through December 31, 2019 shall remain as the same amount as its monthly Sports Programming Fee in effect for the period January 1, 2019 through August 31, 2019, and (B) the aggregate amount of all annual Sports Programming Fees to be charged by CBS to all Network-Affiliated Station Licensees

for all Network-Affiliated Stations as of September 1, 2019 in Exhibit E of each of their Sports and Inventory Amendments (with the individual allocation of such amounts being generally consistent with the market size of the Network-Affiliated Station in question) shall not exceed an aggregate amount equal to the sum of (i) \$102,278,474 for calendar year 2020, (ii) \$110,460,752 for calendar year 2021, (iii) \$119,297,612 for calendar year 2022, and (iv) \$85,894,281 for the period from January 1, 2023 through August 31, 2023 (e.g., if a station licensed to the Zanesville, OH DMA becomes a Network-Affiliated Station, it may be charged a Sports Programming Fee notwithstanding the amounts set forth in this sentence). Broadcaster shall pay such Sports Programming Fee amounts to CBS in monthly installments, in arrears. CBS may send an invoice to Broadcaster for the Sports Programming Fee at the start of each month for the previous month's installment, which Broadcaster agrees to pay by the 15th of the following month (e.g., February invoice for January 2020 is due by March 15, 2020). In the event that a material change in the number of NFL Games available to CBS for network broadcast pursuant to the NFL Agreement (whether due to player strike, recapture of games by the NFL or otherwise) results in an adjustment of the financial consideration paid by CBS under the NFL Agreement, CBS shall provide a comparable and proportionate benefit during such period to all Network-Affiliated Station Licensees that are parties to a 2019 Sports and Inventory Amendment. To the extent that an Affiliation Agreement is renewed, amended or modified prior to August 31, 2023, the foregoing provisions shall be incorporated in their entirety in such amendment to or renewal of such Affiliation Agreement with respect to any period before August 31, 2023.

7. **Digital Distribution / Ad Inventory MFN.** Through August 31, 2023, CBS shall afford Affiliated Station (a) the same rights as to distribution of Network Programs via mobile, wireless and online platforms as are provided (currently or in the future) to any CBS O&O Stations upon mutually acceptable terms and conditions agreed to by the parties (including, but not limited to, terms and conditions that are intended to create a net economic benefit to Affiliated Station(s)) and (b) the same Inventory for sale in or adjacent to Network Programs, as are provided (currently or in the future) to any CBS O&O Station. Through August 31, 2023, when CBS is negotiating to renew, replace, or extend an agreement with a New Entrant OTT Platform for distribution of the program stream affiliated with the CBS Network of a CBS O&O Station that is also distributing Affiliated Station's program stream affiliated with the CBS Network, then CBS shall use good faith efforts to negotiate an extension or renewal opportunity for Affiliated Station as well on the same non-economic terms as governing the CBS O&O Stations.
8. **Sunday Programming.** Through August 31, 2023, CBS agrees to exercise commercially reasonable efforts to accommodate during the NFL season the Sunday morning programming needs of those television stations that are affiliated with the CBS Network and are located in the Pacific time zone (including Arizona during Daylight Savings Time) by modifying its standard clearance guidelines for CBS Sunday Morning Network Program and Face the Nation Network Program (or any successor programs transmitted for broadcast during substantially the same time periods), so as to facilitate the scheduling of children's programming, locally produced news or public affairs programming, or locally produced NFL-related programming by such affiliated television stations (including, if applicable, Affiliated Station). No rescheduling of the aforementioned Network Programs contrary to CBS's standard clearance guidelines shall be made by Affiliated Station without the prior approval of CBS, which shall not be unreasonably withheld.
9. **Effectiveness.** CBS shall have the right in its sole discretion and upon written notice to the Affiliates Board and Broadcaster (a "**Rescission Notice**") to rescind this 2019 Sports and Inventory Amendment in the event that this 2019 Sports and Inventory Amendment or an agreement of similar form containing the terms and conditions contained herein is not executed and returned to

CBS on or before Wednesday, October 23, 2019 by and on behalf of each and every Network-Affiliated Station licensed by the FCC to a community in the continental United States, Alaska or Hawaii (such right, a “**Rescission Right**”). If CBS exercises such Rescission Right, this 2019 Sports and Inventory Amendment shall be null and void and have no effect as if it had never been executed, provided that: (a) CBS must exercise its Rescission Right no later than Friday, November 22, 2019; and (b) CBS must exercise its Rescission Right as to all Network-Affiliated Station Licensees that have executed an amendment of similar form containing the same terms and conditions contained herein. For the avoidance of doubt, in the event that CBS sends a Rescission Notice: (x) this 2019 Sports and Inventory Amendment shall be of no further force and effect and (y) Broadcaster shall have the right, upon written notice to CBS (a “**CBS All Access Termination Notice**”), to terminate the 2019 CBS All Access Live Linear Participation Agreement for Affiliated Station, if such agreement has been executed by CBS and Broadcaster, provided that such written notice must be provided within sixty (60) days of CBS providing Broadcaster the Rescission Notice. Any such CBS All Access Termination Notice, and the termination of the 2019 CBS All Access Live Linear Participation Agreement for Affiliated Station, shall each be effective upon the later of (i) two (2) weeks of CBS’s receipt of such notice or (ii) the last date of the calendar month in which Broadcaster provides such notice.


- 10. Amendment/Incorporation/Expiration.** This 2019 Sports and Inventory Amendment shall be deemed incorporated into and made part of each Affiliation Agreement. Any previous agreement or amendment to such Affiliation Agreement relating to the matters provided for herein are hereby deemed null, void, and of no further force and effect as of the Effective Date. To the extent that such Affiliation Agreement is renewed, replaced, or succeeded prior to the expiration of any of the provisions addressed herein, the terms of this 2019 Sports and Inventory Amendment shall be incorporated in such renewal, replacement, or succession of such Affiliation Agreement. The provisions of this 2019 Sports and Inventory Amendment will expire and be of no further force or effect at 11:59:59 PM ET on August 31, 2023.
- 11. Counterparts.** This 2019 Sports and Inventory Amendment may be executed in counterparts, each of which when executed and delivered (including without limitation via facsimile, electronic mail or .pdf transmission) shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement. If this 2019 Sports and Inventory Amendment was transmitted by CBS to Broadcaster for execution in electronic format, Broadcaster represents and warrants to CBS that the text originally transmitted by CBS has not been altered in any way. CBS’s acceptance of this 2019 Sports and Inventory Amendment is based on its reliance on and specifically conditioned upon the truth of this representation and warranty.
- 12. Rule of Construction.** CBS and Broadcaster hereby waive the application of any law, regulation, holding or rule of construction against the party drafting this 2019 Sports and Inventory Amendment or provision hereof.
- 13. Full Effect.** Subject to Paragraph 10 (Amendment/Incorporation/Expiration) above, except as so amended, the terms and conditions of the Affiliation Agreement shall remain unchanged and continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have duly authorized the undersigned to execute and deliver this 2019 Sports and Inventory Amendment as of the date first above.

CBS AFFILIATE RELATIONS

A Unit of CBS Corporation

By:  _____
Ray Hopkins,
President, Television Networks
Distribution

NEXSTAR BROADCASTING, INC.

with respect to the Affiliated Station(s) listed on
Schedule I hereto with respect to such Broadcaster

By:  _____
Name: Dana Zimmer
Title: Executive Vice President


Schedule I

As reflected in the Caption, this 2019 Sports and Inventory Amendment shall be deemed to be an individual agreement between CBS and each of the entities listed below with regard to each Affiliated Station listed below.

1. NEXSTAR BROADCASTING, INC. as to broadcast station KTAB-TV, FCC Facility ID Number 59988, Abilene, Texas.
2. NEXSTAR BROADCASTING, INC. as to broadcast station KRQE(TV), FCC Facility ID Number 48575, Albuquerque, New Mexico (including its satellite stations).
3. NEXSTAR BROADCASTING, INC. as to broadcast station WIAT(TV), FCC Facility ID Number 5360, Birmingham, Alabama.
4. NEXSTAR BROADCASTING, INC. as to broadcast station WVNS-TV, FCC Facility ID Number 74169, Lewisburg, West Virginia.
5. NEXSTAR BROADCASTING, INC. as to broadcast station WIVB-TV, FCC Facility ID Number 7780, Buffalo, New York.
6. NEXSTAR BROADCASTING, INC. as to broadcast station WCIA(TV), FCC Facility ID Number 42124, Champaign, Illinois.
7. NEXSTAR BROADCASTING, INC. as to broadcast station WOWK-TV, FCC Facility ID Number 23342, Huntington, West Virginia.
8. NEXSTAR BROADCASTING, INC. as to broadcast station WRBL(TV), FCC Facility ID Number 3359, Columbus, Georgia.
9. NEXSTAR BROADCASTING, INC. as to broadcast station WHBF-TV, FCC Facility ID Number 13950, Rock Island, Illinois.
10. NEXSTAR BROADCASTING, INC. as to broadcast station KGPE(TV), FCC Facility ID Number 56034, Fresno, California.
11. NEXSTAR BROADCASTING, INC. as to broadcast station WANE-TV, FCC Facility ID Number 39270, Fort Wayne, Indiana.
12. NEXSTAR BROADCASTING, INC. as to broadcast station KREX-TV, FCC Facility ID Number 70596, Grand Junction, Colorado (including its satellite station).
13. NEXSTAR BROADCASTING, INC. as to broadcast station WFRV-TV, FCC Facility ID Number 9635, Green Bay, Wisconsin.

14. NEXSTAR BROADCASTING, INC. as to broadcast station WNCT-TV, FCC Facility ID Number 57838, Greenville, North Carolina.
15. NEXSTAR BROADCASTING, INC. as to broadcast station WSPA-TV, FCC Facility ID Number 66391, Spartanburg, South Carolina.
16. NEXSTAR BROADCASTING, INC. as to broadcast station WHLT(TV), FCC Facility ID Number 48668, Hattiesburg, Mississippi.
17. NEXSTAR BROADCASTING, INC. as to broadcast station WHNT-TV, FCC Facility ID Number 48693, Huntsville, Alabama.
18. NEXSTAR BROADCASTING, INC. as to broadcast station WTTV/WTTK, FCC Facility ID Number 56523/56526, Bloomington, IN/Kokomo, IN.
19. NEXSTAR BROADCASTING, INC. as to broadcast station WJTV(TV), FCC Facility ID Number 48667, Jackson, Mississippi.
20. NEXSTAR BROADCASTING, INC. as to broadcast station WTAJ-TV, FCC Facility ID Number 23341, Altoona, Pennsylvania.
21. NEXSTAR BROADCASTING, INC. as to broadcast station KLFY-TV, FCC Facility ID Number 35059, Lafayette, Louisiana.
22. NEXSTAR BROADCASTING, INC. as to broadcast station WLNS-TV, FCC Facility ID Number 74420, Lansing, Michigan.
23. NEXSTAR BROADCASTING, INC. as to broadcast station KLAS-TV, FCC Facility ID Number 35042, Las Vegas, Nevada.
24. NEXSTAR BROADCASTING, INC. as to broadcast station KLBK-TV, FCC Facility ID Number 3660, Lubbock, Texas.
25. NEXSTAR BROADCASTING, INC. as to broadcast station WJMN-TV, FCC Facility ID Number 9630, Escanaba, Michigan.
26. NEXSTAR BROADCASTING, INC. as to broadcast station WREG-TV, FCC Facility ID Number 66174, Memphis, Tennessee.
27. NEXSTAR BROADCASTING, INC. as to broadcast station KXMC-TV, FCC Facility ID Number 55685, Minot, ND (including its satellite stations).

28. NEXSTAR BROADCASTING, INC. as to broadcast station WKRQ-TV, FCC Facility ID Number 73187, Mobile, Alabama.
29. NEXSTAR BROADCASTING, INC. as to broadcast station WBTW(TV), FCC Facility ID Number 66407, Florence, South Carolina.
30. NEXSTAR BROADCASTING, INC. as to broadcast station WMBD-TV, FCC Facility ID Number 42121, Peoria, Illinois.
31. NEXSTAR BROADCASTING, INC. as to broadcast station KOIN(TV), FCC Facility ID Number 35380, Portland, Oregon.
32. NEXSTAR BROADCASTING, INC. as to broadcast station WPRI-TV, FCC Facility ID Number 47404, Providence, Rhode Island.
33. NEXSTAR BROADCASTING, INC. as to broadcast station WNCN (TV), FCC Facility ID Number 50782, Goldsboro, North Carolina.
34. NEXSTAR BROADCASTING, INC. as to broadcast station KCLO-TV, FCC Facility ID Number 41969, Rapid City, South Dakota.
35. NEXSTAR BROADCASTING, INC. as to broadcast station WROC-TV, FCC Facility ID Number 73964, Rochester, New York.
36. NEXSTAR BROADCASTING, INC. as to broadcast station KLST(TV), FCC Facility ID Number 31114, San Angelo, Texas.
37. NEXSTAR BROADCASTING, INC. as to broadcast station KELO-TV, FCC Facility ID Number 41983, Sioux Falls, South Dakota (including its satellite stations).
38. NEXSTAR BROADCASTING, INC. as to broadcast station WJHL-TV, FCC Facility ID Number 57826, Johnson City, Tennessee.
39. NEXSTAR BROADCASTING, INC. as to broadcast station WTRF-TV, FCC Facility ID Number 6869, Wheeling, West Virginia.
40. NEXSTAR BROADCASTING, INC. as to broadcast station WKBN-TV, FCC Facility ID Number 73153, Youngstown, Ohio.

Attachment I

EXHIBIT A

Examples of Special Programming Containing Less Inventory than Regularly Scheduled Network Prime Time Entertainment Programs

Times Listed Are Eastern Time

9/11/11, Sun	9/11: 10 Years Later (8:00-10:00pm)
9/11/15, Fri	Think It Up (8:00-9:00pm)
11/14/15, Sat	Democratic Presidential Candidates Debate/CBS News Analysis (9:00-11:00pm)
1/9/16, Sat	NFL on CBS: AFC Wild Card Game (8:00-11:00pm)
1/17/16, Sun	NFL on CBS: AFC Divisional Playoff Game (4:30-8:00pm)
2/13/16, Sat	Republican Presidential Candidates Debate/CBS News Analysis (9:00-11:00pm)
3/1/16, Tues	Super Tuesday (10:00-11:00pm)
7/18/16, Mon	Republican Convention (10:00-11:00pm)
7/19/16, Tues	Republican Convention (10:00-11:00pm)
7/20/16, Wed	Republican Convention (10:00-11:00pm)
7/21/16, Thur	Republican Convention (10:00-11:00pm)
7/25/16, Mon	Democratic Convention (10:00-11:00pm)
7/26/16, Tues	Democratic Convention (10:00-11:00pm)
7/27/16, Wed	Democratic Convention (10:00-11:00pm)
7/28/16, Thur	Democratic Convention (10:00-11:00pm)
10/4/16, Tues	Vice Presidential Debate/CBS News Analysis (9:00-11:00pm)
9/26/16, Mon	Presidential Debate #1/CBS News Analysis (9:00-11:00pm)
10/9/16, Sun	Presidential Debate #2/CBS News Analysis (9:00-11:00pm)
10/19/16, Wed	Presidential Debate #3/CBS News Analysis (9:00-11:00pm)
11/8/16, Tues	CBS News Election Night Coverage (7:00pm-2:00am)
9/12/17, Tues	Hand In Hand: A Benefit for Hurricane Harvey Relief (8:00-9:00pm)
12/31/17, Sun	NFL on CBS: Doubleheader (1:00-8:00pm)
1/13/18, Sat	NFL on CBS: AFC Divisional Playoff Game (8:00-11:00pm)
8/24/18, Fri	NFL on CBS: Pre-Season (8:00-11:00pm)
8/25/18, Sat	NFL on CBS: Pre-Season (8:00-11:00pm)
9/7/18, Fri	Stand Up To Cancer (8:00-9:00pm)
10/27/18, Sat	The Home Depot College Football on CBS (8:00-11:00pm)
11/3/18, Sat	The Home Depot SEC on CBS (8:00-11:00pm)
11/6/18, Tues	CBS News Mid-Term Election Coverage (8:00-11:00pm)
1/20/19, Sun	NFL on CBS: AFC Championship Game (6:30-10:00pm)
2/3/19, Sun	Super Bowl LIII (6:00-10:00pm)
2/5/19, Tues	State of the Union Address (9:00-11:00pm)
2/9/19, Sat	Alliance of American Football (8:00-11:00pm)
3/21/19, Thur	NCAA Basketball (7:00pm-12:00midnight)
3/22/19, Fri	NCAA Basketball (7:00pm-12:00midnight)
3/23/19, Sat	NCAA Basketball (12:00noon-10:00pm)
3/28/19, Thur	NCAA Basketball (7:00pm-12:00midnight)
3/29/19, Fri	NCAA Basketball (7:00pm-12:00midnight)
4/6/19, Sat	NCAA Basketball/Final Four (6:00-11:00pm)
4/8/19, Mon	NCAA Basketball Men's Championship (9:00-11:30pm)

EXHIBIT B

Allocation of Local Prime Time Inventory 2018/2019 Season

Time Period	Station Breaks (seconds)	Total Units of Inventory
Sunday, 7:00-8:00pm	60, 60	4
Sunday, 8:00-9:00pm	60, 90	5
Sunday, 9:00-10:00pm	90, 90	6
Sunday, 10:00-11:00pm	105*, 90	6
Monday, 8:00-8:30pm	60	2
Monday, 8:30-9:00pm	60	2
Monday, 9:00-10:00pm	60, 60	4
Monday, 10:00-11:00pm	105*, 90	6
Tuesday, 8:00-9:00pm	90, 90	6
Tuesday, 9:00-10:00pm	60, 90	5
Tuesday, 10:00-11:00pm	105*, 90	6
Wednesday, 8:00-9:00pm	60, 90	5
Wednesday, 9:00-10:00pm	60, 90	5
Wednesday, 10:00-11:00pm	105*, 120	7
Thursday, 8:00-8:30pm	90	3
Thursday, 8:30-9:00pm	90	3
Thursday, 9:00-9:30pm	60	2
Thursday, 9:30-10:00pm	90	3
Thursday, 10:00-11:00pm	105*, 90	6
Friday, 8:00-9:00pm	90, 60	5
Friday, 9:00-10:00pm	60, 60	4
Friday, 10:00-11:00pm	105*, 60	5
Saturday, 8:00-9:00pm	60, 60	4
Saturday, 9:00-10:00pm	60, 120	6
Saturday, 10:00-11:00pm	105*, 60	5
Total Units		115

Notes:

All times refer to the Eastern and Pacific Time Zones.

*The 105-second Station Breaks include 45-seconds for local newsbreak, of which 30-seconds has been allocated for local sale.

EXHIBIT B-1

Inventory available for sale by Affiliated Station during the 2019 Super Bowl Broadcast

Fifteen (15) 30-second units scheduled in game coverage (including post-game)

EXHIBIT B-2

Inventory available for sale in or adjacent to CBS Network broadcasts of SEC Football Games during the 2018 Season

30-second units in or adjacent to coverage (including post-game show where applicable) as follows:

Singleheader Format:	19 units
Doubleheader Format:	40 units (2 games)
Prime Time Format:	18 units
Friday Afternoon Format:	21 units (Day after Thanksgiving)
SEC Championship:	20 units

EXHIBIT B-3

30-second Inventory units available for sale in regular season NCAA basketball games during the 2018-2019 Season, in or adjacent to coverage as follows:

Two-hour format:	12 units
2 ¼ hour format:	13 units
2 ½ hour format:	14 units
CBS Sports Classic (DH):	28 units
Big Ten Semi-Finals (DH):	28 units
Mountain West Championship:	13 units

EXHIBIT B-3 (cont.)

Inventory available for sale in games of the NCAA Men's Division I Basketball Tournament during 2019:

30-second units in or adjacent to coverage as follows:

Second Round Doubleheader format:	26 units
Third Round Quadruple-header format:	49 units
Third Round Tripleheader format:	35 units
Regional Semifinal Doubleheader format:	26 units ("Sweet 16")
Regional Finals Doubleheader format:	20 units ("Elite 8")
Final Four Doubleheader format:	20 units
Championship Game format: (Includes post-game and trophy presentation)	14 units

Tournament Notes:

- First Round games are scheduled to be carried by Turner Networks
- Two of the four Regional Final games are scheduled to be broadcast by CBS
- The NCAA Men's Division I Basketball Final Four and Championship games are scheduled to be broadcast by CBS in 2021 and 2023

EXHIBIT C

[Intentionally omitted.]

EXHIBIT D

Number of NCAA Basketball Tournament Games schedule to be carried on CBS and Turner 2020-2023

2020, 2022

	<u>CBS</u>	<u>TBS</u>	<u>TNT</u>	<u>TruTV</u>	<u>Total</u>
Round 1	0	0	0	4	4
Round 2	8	8	8	8	32
Round 3	7	4	4	1	16
Sweet 16	4	4	0	0	8
Elite 8	2	2	0	0	4
Final 4	0	2	0	0	2
Champ	0	1	0	0	1
Total	21	21	12	13	67

2021, 2023

	<u>CBS</u>	<u>TBS</u>	<u>TNT</u>	<u>TruTV</u>	<u>Total</u>
Round 1	0	0	0	4	4
Round 2	8	8	8	8	32
Round 3	7	4	4	1	16
Sweet 16	4	4	0	0	8
Elite 8	2	2	0	0	4
Final 4	2	0	0	0	2
Champ	1	0	0	0	1
Total	24	18	12	13	67

Exhibit E

Sports Programming Fee

Broadcaster shall pay CBS a Sports Programming Fee as follows:

Broadcaster shall pay the Sports Programming Fee amounts to CBS in monthly installments, in arrears. CBS may send an invoice to Broadcaster for the Sports Programming Fee at the start of each month for the previous month's installment, which Broadcaster agrees to pay by the 15th of the following month (e.g., February invoice for January 2020 is due by March 15, 2020). In the event that a material change in the number of NFL Games available to CBS for network broadcast pursuant to the NFL Agreement (whether due to player strike, recapture of games by the NFL or otherwise) results in an adjustment of the financial consideration paid by CBS under the NFL Agreement, CBS shall provide a comparable and proportionate benefit during such period to all Network-Affiliated Station Licensees that are parties to a 2019 Sports and Inventory Amendment. To the extent that an Affiliation Agreement is renewed, amended or modified prior to August 31, 2023, the foregoing provisions shall be incorporated in their entirety in such amendment to or renewal of such Affiliation Agreement with respect to any period before August 31, 2023.

Station	Market	9/1/19 - 12/31/19	1/1/20 - 12/31/20	1/1/21 - 12/31/21	1/1/22 - 12/31/22	1/1/23 - 8/31/23
KTAB	Abilene-Sweetwater (Monthly fee)	\$48,672	\$157,704	\$170,320	\$183,946	\$132,441
		\$12,168	\$13,142	\$14,193	\$15,329	\$16,555
KRQE	Albuquerque-Santa Fe (Monthly fee)	\$277,536	\$899,220	\$971,157	\$1,048,850	\$755,172
		\$69,384	\$74,935	\$80,930	\$87,404	\$94,397
WIAT	Birmingham (Ann and Tusc) (Monthly fee)	\$301,064	\$975,443	\$1,053,478	\$1,137,757	\$819,185
		\$75,266	\$81,287	\$87,790	\$94,813	\$102,398
WVNS	Bluefield-Beckley-Oak Hill (Monthly fee)	\$52,992	\$171,694	\$185,430	\$200,264	\$144,190
		\$13,248	\$14,308	\$15,453	\$16,689	\$18,024
WIVB	Buffalo (Monthly fee)	\$310,044	\$1,004,543	\$1,084,906	\$1,171,698	\$843,623
		\$77,511	\$83,712	\$90,409	\$97,642	\$105,453
WCIA	Champaign&Sprngfld-Decatur (Monthly fee)	\$155,024	\$502,278	\$542,460	\$585,857	\$421,817
		\$38,756	\$41,857	\$45,205	\$48,821	\$52,727
WOWK	Charleston-Huntington (Monthly fee)	\$256,836	\$832,151	\$898,723	\$970,621	\$698,847
		\$64,209	\$69,346	\$74,894	\$80,885	\$87,356
WRBL	Columbus, GA (Opelika, AL) (Monthly fee)	\$87,348	\$283,011	\$305,652	\$330,104	\$237,675
		\$21,837	\$23,584	\$25,471	\$27,509	\$29,709
WHBF	Davenport-R.Island-Moline (Monthly fee)	\$138,292	\$448,060	\$483,904	\$522,617	\$376,284
		\$34,573	\$37,338	\$40,325	\$43,551	\$47,036
KGPE	Fresno-Visalia (Monthly fee)	\$252,740	\$818,874	\$884,384	\$955,135	\$687,697
		\$63,185	\$68,240	\$73,699	\$79,595	\$85,962
WANE	Ft. Wayne (Monthly fee)	\$115,716	\$374,920	\$404,913	\$437,307	\$314,861
		\$28,929	\$31,243	\$33,743	\$36,442	\$39,358
KREX	Grand Junction-Montrose (Monthly fee)	\$27,040	\$87,613	\$94,622	\$102,192	\$73,578
		\$6,760	\$7,301	\$7,885	\$8,516	\$9,197
WFRV	Green Bay-Appleton (Monthly fee)	\$115,144	\$373,067	\$402,912	\$435,145	\$313,304
		\$28,786	\$31,089	\$33,576	\$36,262	\$39,163

Station	Market	9/1/19 - 12/31/19	1/1/20 - 12/31/20	1/1/21 - 12/31/21	1/1/22 - 12/31/22	1/1/23 - 8/31/23
WNCT	Greenville-N.Bern-Washngtn (Monthly fee)	\$117,240 \$29,310	\$379,853 \$31,654	\$410,242 \$34,187	\$443,061 \$36,922	\$319,004 \$39,876
WSPA	Greenvll-Spart-Ashevl-And (Monthly fee)	\$348,844 \$87,211	\$1,130,257 \$94,188	\$1,220,677 \$101,723	\$1,318,331 \$109,861	\$949,199 \$118,650
WHLT	Hattiesburg-Laurel (Monthly fee)	\$44,452 \$11,113	\$144,027 \$12,002	\$155,549 \$12,962	\$167,993 \$13,999	\$120,955 \$15,119
WHNT	Huntsville-Decatur (Flor) (Monthly fee)	\$157,432 \$39,358	\$510,073 \$42,506	\$550,879 \$45,907	\$594,949 \$49,579	\$428,364 \$53,546
WTTV	Indianapolis (Monthly fee)	\$497,856 \$124,464	\$1,613,052 \$134,421	\$1,742,097 \$145,175	\$1,881,464 \$156,789	\$1,354,654 \$169,332
WJTV	Jackson, MS (Monthly fee)	\$138,820 \$34,705	\$449,777 \$37,481	\$485,759 \$40,480	\$524,620 \$43,718	\$377,726 \$47,216
WTAJ	Johnstown-Altoona-St Colge (Monthly fee)	\$125,220 \$31,305	\$405,719 \$33,810	\$438,177 \$36,515	\$473,231 \$39,436	\$340,726 \$42,591
KLFY	Lafayette, LA (Monthly fee)	\$118,492 \$29,623	\$383,908 \$31,992	\$414,620 \$34,552	\$447,790 \$37,316	\$322,409 \$40,301
WLNS	Lansing (Monthly fee)	\$106,940 \$26,735	\$346,489 \$28,874	\$374,208 \$31,184	\$404,145 \$33,679	\$290,984 \$36,373
KLAS	Las Vegas (Monthly fee)	\$246,676 \$61,669	\$799,224 \$66,602	\$863,162 \$71,930	\$932,215 \$77,685	\$671,195 \$83,899
KLBK	Lubbock (Monthly fee)	\$65,320 \$16,330	\$211,632 \$17,636	\$228,563 \$19,047	\$246,848 \$20,571	\$177,731 \$22,216
WJMN	Marquette (Monthly fee)	\$23,252 \$5,813	\$75,330 \$6,278	\$81,356 \$6,780	\$87,865 \$7,322	\$63,263 \$7,908
WREG	Memphis (Monthly fee)	\$306,504 \$76,626	\$993,078 \$82,757	\$1,072,525 \$89,377	\$1,158,327 \$96,527	\$833,995 \$104,249
KXMC	Minot-Bsmrck-Dcknsn(Wlstn) (Monthly fee)	\$62,108 \$15,527	\$201,229 \$16,769	\$217,327 \$18,111	\$234,713 \$19,559	\$168,994 \$21,124
WKRK	Mobile-Pensacola (Ft Walt) (Monthly fee)	\$221,156 \$55,289	\$716,552 \$59,713	\$773,876 \$64,490	\$835,786 \$69,649	\$601,766 \$75,221
WBTW	Myrtle Beach-Florence (Monthly fee)	\$144,432 \$36,108	\$467,960 \$38,997	\$505,396 \$42,116	\$545,828 \$45,486	\$392,996 \$49,125
WMBD	Peoria-Bloomington (Monthly fee)	\$103,316 \$25,829	\$334,743 \$27,895	\$361,522 \$30,127	\$390,444 \$32,537	\$281,120 \$35,140
KOIN	Portland, OR (Monthly fee)	\$478,560 \$119,640	\$1,550,530 \$129,211	\$1,674,572 \$139,548	\$1,808,538 \$150,712	\$1,302,148 \$162,769
WPRI	Providence-New Bedford (Monthly fee)	\$268,992 \$67,248	\$871,528 \$72,627	\$941,250 \$78,438	\$1,016,550 \$84,713	\$731,916 \$91,490

Station	Market	9/1/19 - 12/31/19	1/1/20 - 12/31/20	1/1/21 - 12/31/21	1/1/22 - 12/31/22	1/1/23 - 8/31/23
WNCN	Raleigh-Durham (Fayetteville) (Monthly fee)	\$416,416	\$1,349,188	\$1,457,123	\$1,573,693	\$1,133,059
		\$104,104	\$112,432	\$121,427	\$131,141	\$141,632
KCLO	Rapid City (Monthly fee)	\$41,580	\$134,722	\$145,500	\$157,140	\$113,140
		\$10,395	\$11,227	\$12,125	\$13,095	\$14,143
WROC	Rochester, NY (Monthly fee)	\$167,784	\$543,620	\$587,110	\$634,079	\$456,537
		\$41,946	\$45,302	\$48,926	\$52,840	\$57,067
KLST	San Angelo (Monthly fee)	\$22,640	\$73,350	\$79,218	\$85,556	\$61,600
		\$5,660	\$6,113	\$6,602	\$7,130	\$7,700
KELO	Sioux Falls(Mitchell) (Monthly fee)	\$106,924	\$346,428	\$374,142	\$404,073	\$290,933
		\$26,731	\$28,869	\$31,179	\$33,673	\$36,367
WJHL	Tri-Cities, TN-VA (Monthly fee)	\$134,500	\$435,783	\$470,646	\$508,298	\$365,974
		\$33,625	\$36,315	\$39,221	\$42,358	\$45,747
WTRF	Wheeling-Steubenville (Monthly fee)	\$67,424	\$218,449	\$235,925	\$254,799	\$183,456
		\$16,856	\$18,204	\$19,660	\$21,233	\$22,932
WKBN	Youngstown (Monthly fee)	\$115,932	\$375,619	\$405,668	\$438,122	\$315,448
		\$28,983	\$31,302	\$33,806	\$36,510	\$39,431