

2016 THURSDAY NFL AMENDMENT

This amendment (the "**2016 Thursday NFL Amendment**") is by and between CBS Affiliate Relations, a Unit of CBS Corporation ("**CBS**") and SINCLAIR TELEVISION GROUP, INC. ("**Broadcaster**"), and is entered into and made effective as of March 16, 2016 with regard to the CBS Network Affiliation Agreement made by and between CBS and Broadcaster dated as of July 1, 2015 (as such agreement has been amended, clarified, extended, modified or renewed) relating to the affiliation of broadcast station KIMA-TV, Yakima, Washington (including its satellite stations) with the CBS Television Network (collectively, the "**Affiliation Agreement**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree to amend the Affiliation Agreement for the purpose of establishing provisions regarding certain NFL Games to be broadcast by the CBS Network Stations pursuant to the 2016 TNF Agreement (as defined below) as follows:

1. Definitions.

- a. "**2016 TNF Agreement**" means that certain agreement dated as of January 31, 2016 between CBS Broadcasting Inc. and the NFL which, in part, grants the CBS Network rights to telecast [REDACTED] NFL Games during the 2016-17 NFL season and [REDACTED] NFL Games during the 2017-18 NFL season, the broadcast of which is scheduled to start at 7:30 p.m. Eastern time zone.
- b. "**TNF Game**" means the [REDACTED] NFL Games during the 2016-17 NFL season and the [REDACTED] NFL Games during the 2017-18 NFL season, the broadcast rights to which were acquired by CBS pursuant to the 2016 TNF Agreement, regardless of the day on which such NFL Game is played. The parties acknowledge that one or more of the TNF Games may be played and telecast on a day other than a Thursday as designated by the NFL. For purposes of clarity, the term "TNF Game" shall consist of any pre-game programming, which is scheduled to start at 7:30 p.m. Eastern time zone (for TNF Games played on Thursdays), through the end of game coverage as designated by CBS.

2. Offer and Clearance of TNF Games.

- a. CBS shall offer the TNF Games to Broadcaster for broadcasting by Affiliated Station during the term of the Affiliation Agreement (and any renewal term thereof) and Affiliated Station will provide full, in-pattern clearance of such TNF Games consistent with Affiliated Station's obligation to provide such full, in-pattern clearance of all programs on the CBS Network program schedule in its Affiliation Agreement.
- b. The parties acknowledge that in addition to the TNF Games, CBS will produce programming related to [REDACTED] NFL Games during each of the 2016-2017 and 2017-2018 NFL season that will be telecast exclusively by the NFL Network (each such game, an "**NFLE Game**"). Each such NFLE Game may include a limited number [REDACTED] of short-form live "look-ins" or other updates between [REDACTED] for which Affiliated Station, if located in the Eastern or Central time zone will provide full,

in-pattern clearance of such look-ins contained in the prime time CBS Network feed; provided that clearance by Affiliated Station, if located in any other time zone, will be at Affiliated Station's option.

3. [REDACTED]

a. [REDACTED]
[REDACTED] aggregate [REDACTED]
[REDACTED] shall pay [REDACTED] Inventory Exchange Fee
amounts to CBS [REDACTED]
[REDACTED]

b. In the event that a material change in the number of NFL Games available to CBS for network broadcast pursuant to the 2016 TNF 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 2016 TNF Agreement for any period, CBS shall provide a comparable and proportionate benefit during such period to all Network-Affiliated Station Licensees that are parties to a 2016 Thursday NFL Amendment.

4. **TNF Game Inventory.**

a. With respect to each TNF Game, Affiliated Station shall receive [REDACTED] and shall have the right to sell or otherwise dispose of, for its own account, no fewer than [REDACTED] and its accompanying pre-game show (no more than [REDACTED] units preceding the commencement of the TNF Game ([REDACTED] and [REDACTED] immediately preceding the commencement of the TNF Game) and no more than [REDACTED] [REDACTED], provided that the [REDACTED] and amount of Inventory preceding the commencement of any TNF Game played and telecast on a day other than a Thursday may be reduced in the event that the length of the period for the pre-game show associated with that TNF Game is reduced by the NFL. Any such reduction in the amount of Broadcaster's Inventory in the pre-game show of a TNF Game played on a day other than a Thursday shall be on a proportionate basis with the reduction of Inventory available for sale by CBS in such pre-game show.

In selling or otherwise disposing of such units, Affiliate Station shall comply with the requirements set forth by the NFL, including any applicable NFL advertising, sponsorship and promotion guidelines.


- b. During both the 2016-2017 NFL season and the 2017-2018 NFL season, Affiliated Station shall also have the right to sell or otherwise dispose of, for its own account, [REDACTED] unit of Inventory each week, [REDACTED] during [REDACTED] airing Sunday through Friday, [REDACTED] consecutive weeks (i.e., Affiliated Station will have the right to [REDACTED] additional units of Prime Time Inventory in total), in connection with Affiliated Station's clearance of the TNF Games.
- c. The parties recognize that, notwithstanding anything to the contrary, in the event a TNF Game is rescheduled to another day by the NFL for reasons beyond CBS's control, the Inventory in such NFL Game may be adjusted, including to be formatted as an Early Single NFL Game, a Late Single NFL Game, or an NFL Doubleheader, as such formats are specified in the Affiliation Agreement.

5. Effectiveness.

- a. In the event that Network-Affiliated Station Licensees whose television stations, in the aggregate, represent more than [REDACTED] of the total DMA coverage (as determined by Nielsen Media Research, Inc.) of all Network-Affiliated Station Licensees (not including CBS owned television stations) have not executed an agreement containing terms and conditions that are substantially similar to the terms and conditions in this 2016 Thursday NFL Amendment by Friday, April 1, 2016, then CBS shall have the right to immediately terminate this 2016 Thursday NFL Amendment, in which event neither party shall have any further obligation to the other party pursuant to this 2016 Thursday NFL Amendment.

6. NFL Wild Card Option

- a. The parties acknowledge that the NFL has an option to add an additional Wild Card postseason game (a "**Wild Card Game**"), incremental to the TNF Games offered herein or the existing CBS Sunday AFC Package, in each of the 2016 and 2017 NFL seasons. In the event that the NFL adds a Wild Card Game in the 2016-17 season and/or the 2017-18 season, then CBS shall offer such Wild Card Game to Broadcaster for broadcasting by Affiliated Station during the term of the Affiliation Agreement (and any renewal term thereof) and Affiliated Station will provide full, in-pattern clearance of such Wild Card Game consistent with Affiliated Station's obligation to provide such full, in-pattern clearance of all programs on the CBS Network program schedule in its Affiliation Agreement. Affiliated Station shall receive Inventory for such Wild Card Game based on the format approved by the NFL (e.g., Early Single NFL Game, a Late Single NFL Game, or an NFL Doubleheader, as such formats are specified in the Affiliation Agreement). In exchange for the offer of a single Wild Card Game and the Inventory to be included therein, [REDACTED]



This 2016 Thursday NFL Amendment shall be deemed incorporated into and made part of the Affiliation Agreement. Any previous agreement or amendment to the Affiliation Agreement relating to the matters provided for herein are hereby deemed null, void, and of no further force and effect. To the extent that the Affiliation Agreement is replaced, renewed, amended or modified prior to the expiration of any of the provisions addressed herein, the terms of this 2016 Thursday NFL Amendment shall be incorporated in such replacement, renewal, amendment or modification of this Affiliation Agreement.

Except as expressly provided above, all of the terms and conditions of the Affiliation Agreement are in all other respects ratified and confirmed.

[Remainder of Page Intentionally Blank]

*[Signature Page for KIMA-TV, Yakima, Washington (including its satellite stations) 2016
Thursday NFL Amendment]*

IN WITNESS WHEREOF, the parties hereto have duly authorized the undersigned to execute and deliver this 2016 Thursday NFL Amendment.

CBS AFFILIATE RELATIONS

A Unit of CBS Corporation



By:

Ray Hopkins,
President, Television Networks
Distribution

SINCLAIR TELEVISION GROUP, INC.

By:

Name: **DAVID R. BOCHENEK**
Title: **AUTHORIZED SIGNATORY**

EXHIBIT A

KIMA-TV Yakima, Washington (including its satellite stations)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT B

Allocation of Thursday NFL Inventory*

DAYPART	FORMAT
Pre-game: ACCESS 7:30-8:00pm ET	
Pre-game: PRIME 8:00-Approx 8:15pm ET	
Game (thru 3Q): PRIME ET	
Game (post gun):	
End of Coverage:	
Total units in PRIME: 8:00-11:00pm ET	
Total units available:	

* The parties agree that the Inventory associated with each TNF Game in all cases will be as provided in this 2016 Thursday NFL Amendment and that the allocation in this Exhibit B may be subject to adjustment solely for reasons beyond CBS's control (e.g., if an TNF Game is significantly delayed, the in-game units may not all occur in Prime Time in the eastern time zone).