

**SPORTS AND INVENTORY AGREEMENT**

REDACTED COPY

KUTV LICENSEE LLC  
Salt Lake City, Utah

Ladies and Gentlemen:

Reference is made to the CBS Television Network Affiliation Agreement between us dated as of April 30, 2007, as amended, relating to broadcast station KUTV at Salt Lake City, Utah, and other agreements between us with respect thereto (collectively, the "*Affiliation Agreement*").

The purpose of this letter agreement (to be known as the "*Sports and Inventory Agreement*") is to (a) amend the provisions under the Affiliation Agreement regarding the "Offer of Network Programs"; (b) amend and restate in their entirety the provisions of the Affiliation Agreement dealing with "Exclusivity Arrangements" (specifically, the language in the first grammatical paragraph of Paragraph 1(b) of the Affiliation Agreement beginning with the third sentence thereof and Paragraphs 1(c), 1(d), 1(e), 1(i), 1(j), and 1(k) of the Affiliation Agreement); (c) amend and restate in the entirety the provisions of the Affiliation Agreement titled "Affiliated Station's Commercial Inventory" and, where applicable, the 2009 Amendment and the 2012 Amendment (each as defined below); (d) establish provisions that will take effect upon expiration of the provisions in the Affiliation Agreement pertaining to the "Annual NFL Contribution" and the "Annual NCAA Contribution" (Paragraphs 15 and 16 of the Affiliation Agreement) and (e) establish provisions regarding certain NFL Games (as defined below) to be broadcast by the CBS Network Stations pursuant to the NFL Thursday Agreement (as defined below). This Sports and Inventory Agreement 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 shall be deemed null, void, and of no further force and effect as of the Effective Date (defined below), or as of such other agreed date as expressly specified herein.

This Sports and Inventory Agreement shall be effective as of September 1, 2014 (the "*Effective Date*"), unless otherwise expressly indicated.

**1. Definitions.**

The following terms shall have the meanings set forth in this Paragraph 1. In the event of any discrepancy between the definitions set forth below and the same term as used elsewhere in the Affiliation Agreement, the definitions herein shall govern as of the Effective Date. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Affiliation Agreement.

"*Affiliate*" as used in this Sports and Inventory Agreement means, any person or entity directly or indirectly controlled by CBS Corporation.

"*Affiliates Board*" means the Board of Directors of the CBS Television Network Affiliates Association.

"*Award Show*" means a Network Program depicting an event at which awards, prizes or other elements of like recognition are distributed to one or more individuals or other entities and that is broadcast within seven (7) calendar days of the actual occurrence of such event.

"*Broadcast Season*" means the period beginning in September and ending in May of each year during which the CBS Network broadcasts primarily first-run, non-repeat programs. For Network Programs that have their CBS First Run outside of the above-referenced period, the "Broadcast Season" shall be deemed to be that period of time ending when the next Broadcast Season begins.

**"Broadcast Year"** means the 12-month period beginning in September of each year in which Network Programs are premiered by CBS.

**"CBS Network"** means the current system of which Affiliated Station is a part by which Network Programs are distributed for simultaneous television broadcast by television stations.

**"CBS Network Stations"** means all television stations that regularly broadcast the programming of the CBS Television Network, including both Network-Affiliated Station Licensees and stations owned by CBS or any Affiliate thereof.

**"CBS News"** means the division of CBS or any Affiliate thereof primarily responsible for production of programming concerning news or other events of current interest.

**"CBS Owned Program"** means any Network Program the rights to which are, at any time, wholly owned directly or indirectly by CBS or any of its wholly-owned subsidiaries.

**"Control"** means having the power to direct the affairs of a person or entity by reason of either (i) owning or controlling the right to vote a sufficient number of shares of voting stock or other voting interest of such person or entity or (ii) having the right to direct the general management of the affairs of such person or entity by contract or otherwise.

**"Exclusivity Period"** means, with respect to a Network Prime Time Entertainment Program, (i) the period preceding the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to Station for simultaneous television broadcasting on the CBS Network, and (ii) the period prior to the end of the Broadcast Season in which CBS first offers such Network Prime Time Entertainment Program to Station for simultaneous television broadcasting on the CBS Network.

**"FCC"** means the Federal Communications Commission.

**"Inventory"** means the amount of potential units of advertising contained in Network Programs that are available for sale or other disposition.

**"Licensed Network Prime Time Entertainment Program"** means any Network Prime Time Entertainment Program that is not a CBS Owned Program, including any Network Prime Time Entertainment Program the rights to which are licensed by CBS or any of its Affiliates from an unrelated third party.

**"Licensed Program"** means any Network Program that is not a CBS Owned Program, including any Network Program the rights to which are licensed by CBS or any of its Affiliates from an unrelated third party.

**"Made for Television Movie"** means a feature length motion picture originally produced for exhibition on television.

**"Mini-Series"** means a special series of television programs consisting of a unified and complete, closed-end story line (i.e., one that will not be continued or have a sequel), other than a regular episodic program, intended for broadcast on two or more, but no more than 14, days.

**"MVPD"** shall mean a distributor that makes available for purchase by subscribers or consumers multiple channels of linear video programming services, which video programming services are delivered via such distributor's multichannel video service infrastructure (i.e., cable (Time Warner Cable; Comcast), direct broadcast satellite (DBS) (DIRECTV; DISH Network) or telco (Verizon FiOS TV; AT&T U-verse) (

each a "Traditional MVPD Platform")), and which delivery of such programming services is not reliant on the consumer having access to the Internet or such distributor's high speed data service.

**"Net Profits"** means the SVOD/EST Gross Revenues, less the costs incurred by CBS that are specifically attributable to redistributing and exhibiting the program on the particular platform (but not to the original production or acquisition of the program by CBS), including without limitation (i) sales commissions, (ii) payments to profit participants (e.g., participants involved in the creation of the program or with ownership interests in the program), (iii) music licenses, (iv) guild payments, and (v) residuals.

**"Network Prime Time Entertainment Program"** means a Network Program broadcast during Prime Time other than (i) news and public affairs programs (including without limitation the *CBS Evening News*, *60 Minutes*, *48 Hours* and the distribution of News Footage and News Segments); (ii) Talk Shows; (iii) Award Shows; and (iv) Sporting Events.

**"Network Program"** means a program transmitted by the CBS Television Network on its primary network feed (that is, not any additional program streams that may be transmitted by the Network as "multiplexed" programming) to CBS Network Stations for substantially simultaneous broadcast by CBS Network Stations, and that is broadcast by such stations that are owned by CBS, substantially in its entirety, on the primary program stream of such stations that meets the requirements of Section 73.624(b) of the FCC's rules.

**"Network-Affiliated Station Licensees"** means all FCC licensees of the television broadcast stations affiliated with the CBS Network that are not owned or controlled, directly or indirectly, by CBS.

**"News Footage"** means the reproduction of the image (whether by means of video, film, photography or other sound and/or image reproduction technology) of a news event occurring within 24 hours prior to the broadcast or other distribution thereof that has been produced but not been edited into a News Segment.

**"News Segment"** means the report of or on a news event occurring within 24 hours prior to the broadcast or other distribution thereof by means of video, film, photography or other sound and image reproduction technology that has been produced and edited into a news story.

**"NFL"** means the National Football League and any successor thereto.

**"NFL Agreement"** means that certain Agreement(s) between CBS and the NFL, as the same may be amended, extended, renewed or otherwise replaced but which, in part, grants the CBS Network rights to telecast certain NFL games.

**"NFL Game"** means an NFL professional football game between any two teams fielded by NFL franchisees, whether a pre-season game, a regular season game, a "wildcard" or divisional playoff game, conference championship game or Super Bowl game.

**"NFL Thursday Agreement"** means that certain Agreement dated as of February 5, 2014 between CBS and the NFL which, in part, grants the CBS Network rights to telecast eight (8) NFL Games during the 2014-15 NFL season and, at the NFL's option, eight (8) NFL Games during the 2015-16 NFL season, the broadcast of which is scheduled to start at 7:30 p.m. Eastern time zone.

**"NFL Thursday Game"** means each NFL Game the broadcast rights to which were acquired by CBS pursuant to the NFL Thursday Agreement regardless of the day on which such NFL Game is played. The parties acknowledge that one or more of the NFL Thursday Games may be played and telecast on a day other than a Thursday as designated by the NFL.

**"Non-Dramatic Special"** means a non-episodic, special program of a non-dramatic nature.

**"Prime Time"** means (i) the time periods between the hours of 8:00 p.m. and 11:00 p.m., Monday through Saturday, and between 7:00 p.m. and 11:00 p.m. Sunday in the Eastern and Pacific time zones and (ii) the time periods between the hours of 7:00 p.m. and 10:00 p.m., Monday through Saturday, and between 6:00 p.m. and 10:00 p.m. Sunday in the Central and Mountain time zones.

**"Sporting Event"** means any sporting event, contest or, exhibition of an event requiring athletic skill (such as, by way of example and not of limitation, ice skating, but excluding reality television shows such as Survivor, dance programs, etc.), whether professional or amateur, whether individual or team; provided, however, that a special program concerning or relating to sports or sporting events, including anthologies, shall be considered a Network Program that is not a Sporting Event provided that such program does not display a material portion of the sporting event which is the subject of such program.

**"SVOD/EST Gross Revenues"** means the gross revenues received by CBS from the exhibition or distribution of any Network Prime Time Entertainment Program on an SVOD or EST basis as specified in Paragraph 3(e)(i).

**"Talk Show"** means a non-episodic, non-dramatic or comedic, entertainment or informative Network Program utilizing a talk-show format, which consists of one or more hosts interviewing one or more non-recurring guests.

**"Theatrical Movie"** means a feature length motion picture originally produced for exhibition, and exhibited, in theatres.

**"1998 Amendment"** means that certain agreement entered into between CBS and its affiliates pertaining to NFL contributions, inventory, exclusivity and other matters, dated September 23, 1998.

**"2001 Amendment"** means that certain agreement entered into between CBS and its affiliates that amended the 1998 Amendment, dated October 22, 2001.

**"2003 Agreement"** means that certain agreement entered into between CBS and its affiliates pertaining to NCAA contributions, inventory, and other matters, dated December 2, 2003.

**"2006 Amendment"** means that certain agreement entered into between CBS and its affiliates, dated July 14, 2006, as clarified by that certain Clarification, dated August 21, 2006.

**"2009 Amendment"** means that certain agreement entered into by CBS and Affiliated Station during 2009 dealing with, *inter alia*, the amount of Broadcaster's Annual NFL Contribution.

**"2012 Amendment"** means that certain agreement entered into by CBS and Affiliated Station during 2012 dealing with, *inter alia*, the amount of Broadcaster's Annual NFL Contribution.

## **2. Offer, Acceptance, Broadcast and Delivery of Network Programs.**

Section 2(a) of the Affiliation Agreement is hereby amended by removing the following sentence:

Without limitation of the foregoing, CBS shall, during the NFL Broadcast Period, offer to Broadcaster for broadcasting by Affiliated Station those NFL Games the broadcast rights to which were acquired by CBS pursuant to the NFL Agreement.

and inserting the following sentence in the place thereof:

Without limitation of the foregoing, CBS shall offer to Broadcaster for broadcasting by Affiliated Stations during the term of the Affiliation Agreement (and any renewal term thereof) (i) those NFL Games the broadcast rights to which were acquired by CBS pursuant to the NFL Agreement, (ii) the NFL Thursday Games, and (iii) those NCAA basketball games designated for telecast by CBS as set forth on Exhibit D of the Sports and Inventory Agreement.

### 3. Exclusivity.

#### (a) Over-the-Air Exclusivity.

As to any Network Program that Broadcaster accepts, CBS will not authorize or permit the network broadcast of any such entire Network Program over any over-the-air television station licensed to Affiliated Station's community of license; provided, however, that neither the foregoing or any other provision of this Paragraph 3 shall apply to events of national importance, (i.e., (A) an address by the President of the United States of America on a subject of national importance or (B) coverage of a matter of immediate national concern.

#### (b) Additional Exclusivity.

As to any Network Prime Time Entertainment Program that is a CBS Owned Program and that Broadcaster accepts, CBS will not (i) authorize or permit the telecast of such entire Network Prime Time Entertainment Program on any other Broadcast Network (i.e., 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 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 Station's DMA on the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to CBS affiliates for simultaneous television broadcasting on the CBS Network in Affiliated Station's DMA ("*CBS First Run*") (the "*Additional Exclusivity Arrangements*").

#### (c) Licensed Network Programs.

(i) *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 CBS affiliates 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 the Affiliation Agreement. For the avoidance of doubt, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, all 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) ("*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 subscriber's own choosing, without any separate and incremental charge to the subscriber) ("*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 video cassettes, video discs or similar devices;

(v) distribution or commercial sale of a Network Program to the general public for exhibition by means of any device which is mobile or handheld;

(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) Subject to Paragraph 3(e), six (6) hours per week of regularly-scheduled Network Prime Time Entertainment Programs, not otherwise exempt

from the exclusivity provisions of Paragraph 3(b), provided that any exhibition on Cable Networks will not be made prior to the telecast on the CBS Network and will not be in the same day and time period as that in which a Network Program in the same program series is offered to CBS affiliates for simultaneous television broadcasting on the CBS Network.

(e) Affiliate Participation.

(i) 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 Paragraphs 3(d)(i) and 3(d)(ix), this will not apply to programs or distribution exempted under Paragraph 3(d) above. Such revenue sharing shall be on the following basis.

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 the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("*Pre-Air Exhibitions*" and "*Simultaneous Exhibitions*"), [REDACTED] of Net Profits.
- (2) for programs that are exhibited or distributed on an SVOD/EST basis after the first broadcast date on which CBS offers such Network Prime Time Entertainment Program to CBS affiliates for simultaneous television broadcasting on the CBS Network ("*Post-Air Exhibitions*"), [REDACTED] 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) It is understood that the Affiliates Board or its designee, on behalf of Broadcaster and all other Network-Affiliated Station Licensees, shall have the right, for so long as this Paragraph 3(e) is effective and for one year thereafter (but no more than once in any 12 month period during the effective period and once in the year thereafter), and subject to any contractual obligations of CBS, to a reasonable inspection and audit of the

books and records of CBS that are relevant to CBS's compliance with this subparagraph and that relate to the applicable period, upon reasonable notice to CBS.

(f) Certain Exclusivity Provisions.

Between February 1 and March 1, 2017, CBS and the Affiliates Board shall negotiate in good faith concerning whether, and in what form, the provisions set forth in Paragraphs 3(b), 3(c), 3(d) and 3(e) above (collectively, the "*Covered Provisions*") will continue after August 31, 2017 and/or, whether alternative provisions that CBS and the Affiliates Board reasonably believe would bring value to the Affiliated Stations will be adopted effective as of August 31, 2017, it being understood that CBS contemplates proposing, but is not obligated to propose, some form of exclusivity for Affiliated Station, and other Network-Affiliated Station Licensees, against the exhibition of Network Prime Time Entertainment Programs on non-broadcast platforms if consistent with then-prevailing industry practice, and participation or other value for Affiliate Station and other Network-Affiliated Station Licensees. At the conclusion of such negotiations, but no later than April 1, 2017 (unless otherwise agreed in writing by the parties), CBS shall submit to the Affiliates Board a proposed legally binding instrument, the terms of which shall reflect (i) the terms on which CBS and the Affiliates Board agreed during such negotiations, or (ii) in the absence of such agreement, such terms as may be determined by CBS in its sole discretion, as to the modification or elimination of the Covered Provisions (the "*Exclusivity Modification Agreement*"). If the Exclusivity Modification Agreement is approved by the Affiliates Board by May 15, 2017, Broadcaster agrees to be bound by such Exclusivity Modification Agreement and the Affiliation Agreement, and this Sports and Inventory Agreement, shall be deemed amended to conform to its provisions. If the Exclusivity Modification Agreement is not approved by the Affiliates Board by the above date, the Covered Provisions shall terminate at the end of the day on August 31, 2017, but the remainder of this Sports and Inventory Agreement will remain in full force and effect.

(g) 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 Television 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 owned television station and (ii) any other rights or opportunities as are afforded to any CBS owned television station with respect to such streaming, subject to any rights and/or restrictions contained in the NFL Agreement and/or the NFL Thursday Agreement.

(h) Continuation of Provisions.

To the extent that the Affiliation Agreement is renewed, amended or modified prior to the expiration of any of the provisions in this Paragraph 3 (including, if applicable, the Covered Provisions as amended pursuant to Paragraph 3(f)), the unexpired provisions shall be incorporated in their entirety in such amendment to or renewal of this Affiliation Agreement with respect to any period before the applicable expiration date.

**4. Affiliated Station's Commercial Inventory.**

(a) Prime Time Inventory.

Through August 31, 2019, Broadcaster shall have the right to sell or otherwise dispose of, for its own account, [REDACTED] of Inventory occurring during regularly scheduled Prime Time Network Programs each calendar week (Monday through Sunday) (the "*Prime Time Inventory*"). Of the Prime Time Inventory, [REDACTED] shall be subject to the provisions of Section 4(a)(ii) below, and the [REDACTED]



*Units*") shall be subject to the provisions of Section 4(a)(i) below. The provisions of this Paragraph 4(a) (including its subsections (i) and (ii)) shall be incorporated, as applicable, in their entirety in any amendment to the Affiliation Agreement, with respect to any period before August 31, 2019, and may not be amended or modified without the approval of Affiliates Board, which approval may be granted or withheld in its sole and absolute discretion.

(i) *Standard Prime Time Units.* The Standard Prime Time Units shall include a [REDACTED] occurring in the last hour of Prime Time each day of the calendar week, of which [REDACTED] each calendar day may be used by Broadcaster as Inventory. Notwithstanding the foregoing provisions of this Paragraph 4(a), the parties agree that the amount of Inventory available for sale by Broadcaster as Standard Prime Time Units may be [REDACTED] 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 television broadcast stations owned by CBS. The Standard Prime Time Units 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 Standard Prime Time Units provided by CBS to other Network-Affiliated Station Licensees and to the television broadcast stations owned by CBS; 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 Standard Prime Time Units' having materially less value by virtue of their placement than the Inventory that was available to Network-Affiliated Station Licensees and to the television broadcast stations owned by CBS as of the commencement of the Term. In addition, through August 31, 2019, CBS shall make available to Broadcaster for local sale the [REDACTED] in "*The CBS Evening News with Scott Pelley*" (or its successor program) (in addition to the end break available for sale by Broadcaster at the conclusion of "*The CBS Evening News with Scott Pelley*," as were made available in the 2012-2013 Broadcast Season, with [REDACTED] 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 with Scott Pelley*" (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.

(ii) *Supplemental Prime Time Units.* The Supplemental Prime Time Units shall be made available in accordance with the schedule set forth in Exhibit C. CBS shall review the scheduling of Supplemental Prime Time Units at the end of each Broadcast Season for the purpose of considering, in consultation with the Affiliates Board, whether any adjustments in the scheduling of the Supplemental Prime Time Units should be made so as to correct any disparity of [REDACTED] or more during the just-completed Broadcast Season between the average household ratings delivery of such Supplemental Prime Time Units and the average household Prime Time ratings delivery, Monday-Saturday, for Network Programs generally, with the presumption that an adjustment will be made if such disparity is not substantially offset by a prior overall excess household ratings delivery of the Supplemental Prime-Time Units.

(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, [REDACTED] in or adjacent to such Early Single NFL Game [REDACTED] preceding the commencement of the NFL Game and [REDACTED] 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, [REDACTED] in or immediately following such Late Single NFL Game [REDACTED] 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, [REDACTED] in or adjacent to such NFL Doubleheader [REDACTED] preceding the commencement of the NFL Game and [REDACTED] immediately following the conclusion of the coverage of such NFL Doubleheader).

(iv) In addition to the Prime Time Inventory, with respect to each NFL Thursday Game, Broadcaster shall receive [REDACTED] news window during the accompanying pre-game show and shall have the right to sell or otherwise dispose of, for its own account [REDACTED] in or adjacent to each NFL Thursday Game and its accompanying pre-game show [REDACTED] preceding the commencement of the NFL Thursday Game [REDACTED] in the pre-game show and [REDACTED] immediately preceding the commencement of the NFL Thursday Game) and [REDACTED] of Inventory immediately following the conclusion of the coverage of such NFL Thursday Game) as more fully set forth on Exhibit G, provided that the [REDACTED] and amount of Inventory preceding the commencement of any NFL Thursday Game played and telecast on a Saturday may be reduced in the event that the length of the period for the pre-game show associated with that NFL Thursday Game is reduced by the NFL. Any such reduction in the amount of Broadcaster's Inventory in the pre-game show of an NFL Thursday Game played on a Saturday shall be on a proportionate basis with the reduction of Inventory available for sale by CBS in such pre-game show. The NFL has scheduled one of the NFL Thursday Games in the 2014-2015 NFL season to be played on a Saturday. In addition to the foregoing Inventory, Affiliated Station shall be entitled to the following:

(A) During the 2014-2015 NFL season and commencing with the week of September 8, 2014, Affiliated Station shall also have the right to sell or otherwise dispose of, for its own account, [REDACTED] of Inventory each week, as scheduled by CBS, during Prime Time Network Programs airing Sunday through Friday, [REDACTED] (i.e., Affiliated Station will have the right to sell [REDACTED]), in connection with Affiliated Station's clearance of the NFL Thursday Games.

(B) In the event that the NFL exercises its option in the NFL Thursday Agreement to have CBS Network telecast eight (8) NFL Games during the 2015-16 NFL season, then commencing with the second week of the 2015-16 NFL season, Affiliated Station shall also have the right to sell or otherwise dispose of, for its own account, [REDACTED] as scheduled by CBS, during Prime Time Network Programs airing Sunday through Friday, for

[REDACTED] (i.e., Affiliated Station will have the right to sell [REDACTED] of Prime Time Inventory in total), in connection with Affiliated Station's clearance of the NFL Thursday Games in the 2015-16 NFL season.

(v) 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, [REDACTED] of Inventory in or adjacent to such NFL coverage [REDACTED] of Inventory immediately preceding the commencement of the NFL Game and [REDACTED] of Inventory immediately following the conclusion of NFL coverage).

(vi) Through the 2018-19 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 2013 Super Bowl broadcast, as set forth in Exhibit B-1, including [REDACTED] 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 [REDACTED] 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 [REDACTED], followed immediately by [REDACTED] at Broadcaster's option, for [REDACTED] promotional announcement and [REDACTED]. CBS shall make available programming for broadcast during such [REDACTED] in the event that Broadcaster elects not to use it for a local news broadcast.

(d) SEC Inventory.

Through August 31, 2019, 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 2012 season, as set forth in Exhibit B-2, with no diminution in the number of internal spots.

(e) NCAA Basketball Inventory.

Through August 31, 2019, 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 2012-13 season, plus [REDACTED] 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 2013 tournament in the games that are carried by the CBS Television Network. A schedule of the number of March Madness tournament games that will be carried on the CBS Television Network (and the number that will be carried on cable networks owned by Turner Broadcasting System, Inc.) from 2015 through 2019 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.

(f) Expiration of Provisions.

The provisions of this Paragraph 4 will expire and be of no further force or effect at the end of the day on August 31, 2019. To the extent that this Agreement is renewed, amended or modified prior to that date, the provisions shall be incorporated, as applicable, in their entirety in such amendment to or renewal of this

Affiliation Agreement with respect to any period before August 31, 2019, and such provisions will not be amended or modified by CBS without the approval of the Affiliates Board, which approval may be granted or withheld in its sole and absolute discretion.

#### **5. Sports Programming Fee; Thursday Night NFL Inventory Exchange Fee.**

Given that the Affiliation Agreement in Paragraphs 15 and 16 sets forth the NFL Contribution and NCAA Contribution to be paid by Broadcaster through April 2017 (which payments will continue in accordance with the Affiliation Agreement), the foregoing payments will not be combined into an "*Annual Sports Programming Fee*" until May 1, 2017. Effective as of the latter date, and continuing through August 31, 2019, Broadcaster shall pay an Annual Sports Programming Fee in the amount set forth in Exhibit E. With regard to the Annual Sports Programming Fees to be paid by other Network Affiliated Station Licensees beginning in January 2015, CBS represents, warrants and covenants that the aggregate amount of all Annual Sports Programming Fees proposed by CBS to be charged to all Network-Affiliated Station Licensees in Exhibit E of this Sports and Inventory Agreement (with the individual allocation of such amounts being generally consistent with the market size of the CBS affiliated station[s] in question) shall not exceed an aggregate amount equal to the [REDACTED] during the first calendar year (i.e., 2015), which amount shall increase at a total aggregate rate (i.e., for all Network-Affiliated Station Licensees) of up to, but no more than, [REDACTED] per calendar year for each calendar year thereafter and (ii) during the first calendar year, and each calendar year thereafter [REDACTED]. Broadcaster shall pay the Annual Sports Programming Fee amounts to CBS in monthly installments, in arrears. (For avoidance of doubt, the annual amount of the Sports Programming Fee as applied to Affiliated Station will be prorated for any partial calendar year.) CBS will 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., June invoice for May 2017 is due by July 15, 2017).

In addition, Broadcaster shall pay CBS a "*Thursday NFL Inventory Exchange Fee*" in the amount set forth in Exhibit F. CBS represents, warrants and covenants that the aggregate amount of all Thursday NFL Inventory Exchange Fees proposed by CBS to be charged to all Network-Affiliated Station Licensees in Exhibit F of this Sports and Inventory Agreement (with the individual allocation of such amounts being generally consistent with the market size of the CBS affiliated station[s] in question) shall not exceed an aggregate amount [REDACTED] during the 2014-2015 NFL season, and (ii) in the event that the NFL exercises its option in the NFL Thursday Agreement to have CBS Network telecast eight (8) NFL Thursday Games during the 2015-2016 NFL season, [REDACTED] during the 2015-2016 NFL season (it being understood that no Thursday NFL Inventory Exchange Fee shall be charged to any Network-Affiliated Station Licensee in the event that the NFL elects not to exercise such option). Broadcaster shall pay such Thursday NFL Inventory Exchange Fee amounts to CBS in [REDACTED] in arrears. CBS will send an invoice to Broadcaster for the Thursday NFL Inventory Exchange 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., October invoice for September 2014 is due by November 15, 2014).

In the event that a material change in the number of NFL Games available to CBS for network broadcast pursuant to the NFL Agreement or the NFL Thursday 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 or the NFL Thursday 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 Sports and Inventory Agreement.

To the extent that the Affiliation Agreement is renewed, amended or modified prior to August 31, 2019, the foregoing provisions shall be incorporated in their entirety in such amendment to or renewal of this Affiliation Agreement with respect to any period before August 31, 2019.

#### **6. Distribution Rights/Inventory.**

Through August 31, 2019, 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 owned television 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 owned television station.

#### **7. Sunday Programming.**

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.

#### **8. Effectiveness.**

This Sports and Inventory Agreement shall not be effective unless and until an agreement containing substantially similar terms and conditions has been signed by Network-Affiliated Station Licensees whose television stations, in the aggregate, represent 95% or more of the total DMA coverage (as determined by Nielsen Media Research, Inc.) of all Network-Affiliated Station Licensees (not including CBS owned television stations). If the foregoing condition has not been met by May 31, 2014, then CBS shall have the right to elect, upon written notice to all Network-Affiliated Station Licensees and the Affiliates Board (which notice shall be delivered, if at all, no later than June 30, 2014), to declare this Sports and Inventory Agreement null and void as to all CBS Network Stations.

In all other respects, the terms of the Affiliation Agreement, as amended, remain unchanged, and are hereby confirmed and ratified.

*[Remainder of page intentionally blank.]*

Please signify your agreement to the foregoing by executing the Agreement in the space indicated below and returning one original executed copy of the same to Kim Haines, CBS Affiliate Relations, 7<sup>th</sup> Floor, 51 West 52 Street, New York, New York 10019.


Very truly yours,

**CBS AFFILIATE RELATIONS**  
A Unit of CBS Corporation

By: \_\_\_\_\_  
Elizabeth Tumulty, President

Agreed and Accepted this 20<sup>th</sup> day of May 2014.

**KUTV LICENSEE LLC**  
A Wholly Owned Subsidiary of Sinclair Broadcast Group Inc.

By:   
Name: David R. Bachner  
Title: CAO/SVP

# EXHIBIT A

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

Times Listed Are Eastern Time

2014-2015 NFL Season	Thursday Night NFL on CBS (7:30-11:30pm)
1/13/13, Sun	AFC Divisional Playoff Game (4:30-8:00pm)
1/20/13, Sun	NFL on CBS: AFC Championship Game (6:30-10:00pm)
2/3/13, Sun	Super Bowl XLVII (6:00-10:00pm)
3/21/13, Thur	NCAA Basketball (7:00pm-12:00midnight)
3/22/13, Fri	NCAA Basketball (7:00pm-12:00midnight)
3/23/13, Sat	NCAA Basketball (12:00noon-10:00pm)
3/28/13, Thur	NCAA Basketball (7:00pm-12:00midnight)
3/29/13, Fri	NCAA Basketball (7:00pm-12:00midnight)
3/30/13, Sat	NCAA Basketball (4:20-9:00pm)
4/6/13, Sat	NCAA Basketball /Final Four (6:00-11:00pm)
4/8/13, Mon	NCAA Basketball / Men's Championship (9:00-11:30pm)
8/23/13, Fri	NFL on CBS: Pre-Season (8:00-11:00pm)
8/24/13, Sat	NFL on CBS: Pre-Season (8:00-11:00pm)
9/22/13, Sun	NFL on CBS: Doubleheader (1:00-8:00pm)
1/8/12, Sun	NFL on CBS: AFC Wild Card Game (4:30-8:00pm)
1/14/12, Sat	NFL on CBS: AFC Divisional Playoff (8:00-11:00pm)
1/24/12, Tues	State of the Union (9:00-10:30pm)
8/28/12, Tues	Republican Convention (10:00-11:00pm)
8/29/12, Wed	Republican Convention (10:00-11:00pm)
9/30/12, Thur	Republican Convention (10:00-11:00pm)
9/4/12, Tues	Democratic Convention (10:00-11:00pm)
9/5/12, Wed	Democratic Convention (10:00-11:00pm)
9/6/12, Thur	Democratic Convention (10:00-11:00pm)
9/7/12, Fri	Stand Up To Cancer (8:00-9:00pm)
9/8/12, Sat	U.S. Open Tennis: Women's Final (8:00-10:00pm)
10/3/12, Wed	Presidential Debate/CBS News Analysis (9:00-11:00pm)
10/11/12, Thur	Vice Presidential Debate/CBS News Analysis (9:00-11:00pm)
10/16/12, Tues	Presidential Debate/CBS News Analysis (9:00-11:00pm)
10/22/12, Mon	Presidential Debate/CBS News Analysis (9:00-11:00pm)
11/6/12, Tues	CBS News Election Night Coverage (7:00pm-2:00am)
1/30/11, Sun	Hallmark Hall of Fame: The Lost Valentine (9:00-11:00pm)
3/5/11, Sat	NCAA Basketball (8:00-10:00pm)
4/24/11, Sun	Hallmark Hall of Fame: Beyond the Blackboard (9:00-11:00pm)
9/11/11, Sun	9/11: 10 Years Later (8:00-10:00pm)
1/22/10, Fri	Hope For Haiti (8:00-10:00pm)
11/2/10, Tues	CBS News Election Coverage (10:00-11:00pm)

# EXHIBIT B

## Allocation of Local Prime Time Inventory 2013/2014 Season

Time Period	Station Breaks (seconds)	Total Units of Inventory
Sunday, 7:00-8:00 p.m.	██████████	██████████
Sunday, 8:00-9:00 p.m.	██████████	██████████
Sunday, 9:00-10:00 p.m.	██████████	██████████
Sunday, 10:00-11:00 p.m.	██████████	██████████
Monday, 8:00-8:30 p.m.	██████████	██████████
Monday, 8:30-9:00 p.m.	██████████	██████████
Monday, 9:00-9:30 p.m.	██████████	██████████
Monday, 9:30-10:00 p.m.	██████████	██████████
Monday, 10:00-11:00 p.m.	██████████	██████████
Tuesday, 8:00-9:00 p.m.	██████████	██████████
Tuesday, 9:00-10:00 p.m.	██████████	██████████
Tuesday, 10:00-11:00 p.m.	██████████	██████████
Wednesday, 8:00-9:00 p.m.	██████████	██████████
Wednesday, 9:00-10:00 p.m.	██████████	██████████
Wednesday, 10:00-11:00 p.m.	██████████	██████████
Thursday, 8:00-8:30 p.m.	██████████	██████████
Thursday, 8:30-9:00 p.m.	██████████	██████████
Thursday, 9:00-9:30 p.m.	██████████	██████████
Thursday, 9:30-10:00 p.m.	██████████	██████████
Thursday, 10:00-11:00 p.m.	██████████	██████████
Friday, 8:00-9:00 p.m.	██████████	██████████
Friday, 9:00-10:00 p.m.	██████████	██████████
Friday, 10:00-11:00 p.m.	██████████	██████████
Saturday, 8:00-8:30 p.m.	██████████	██████████
Saturday, 8:30-9:00 p.m.	██████████	██████████
Saturday, 9:00-10:00 p.m.	██████████	██████████
Saturday, 10:00-11:00 p.m.	██████████	██████████
<b>Total Units</b>		██████████

Note: All times refer to the Eastern and Pacific Time Zones.

\* ██████████ break includes ██████████ for local newsbreak, of which ██████████ has been allocated for local sale



**EXHIBIT B-1**

**Inventory available for sale by Affiliated Station during the 2013 Super Bowl Broadcast**

**[REDACTED] scheduled in game coverage (including post game)**

EXHIBIT B-2

**Inventory available for sale in or adjacent to Network broadcasts of  
SEC Football Games during the 2012 Season**

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

Singleheader Format:      units

Doubleheader Format:    units  games)

Primetime Format:        units

Friday Afternoon Format:  units (Day after Thanksgiving)

SEC Championship:       units

EXHIBIT B-3

**Inventory available for sale in regular season NCAA basketball games during the 2012-2013 Season, plus an additional [REDACTED] adjacent to each regular season game:**

**[REDACTED] (including the additional unit) in or adjacent to coverage as follows:**

Two-hour format:	● units
2 ½ hour format:	● units
Conference USA Champ:	● units
Big Ten Semi-finals (DH):	● units
Mountain West Champ:	● units

**Inventory available for sale in games of the NCAA Men's Division-I Basketball Tournament during 2013:**

**[REDACTED] in or adjacent to coverage as follows:**

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

**Tournament Notes:**

- First Round games are scheduled to be carried by Turner Networks
- Effective 2014, two of the four Regional Final games are scheduled to be broadcast by CBS
- The Final Four is scheduled to be broadcast by CBS in 2017 and 2019
- The Championship Game is scheduled to be broadcast by CBS in 2014, 2015, 2017 and 2019

## EXHIBIT C

### Weekly Scheduling of Preferred Prime Time Units

Monday	Within or adjacent to the third hour of Prime Time
Tuesday	Within or adjacent to the first hour of Prime Time
Wednesday	Within or adjacent to the third hour of Prime Time
Thursday	Within or adjacent to the first hour of Prime Time
Friday	Within or adjacent to the first hour of Prime Time
Saturday	Within or adjacent to the second hour of Prime Time

## EXHIBIT D

**Number of NCAA Basketball Tournament Games to be carried  
on CBS and Turner 2015-19**

2015

	<u><b>CBS</b></u>	<u><b>TBS</b></u>	<u><b>TNT</b></u>	<u><b>Tru TV</b></u>	<u><b>Total</b></u>
<b>Round 1</b>	0	0	0	4	4
<b>Round 2</b>	8	8	8	8	32
<b>Round 3</b>	7	4	4	1	16
<b>Sweet 16</b>	4	4	0	0	8
<b>Elite 8</b>	2	2	0	0	4
<b>Final 4</b>	0	2	0	0	2
<b>Champ</b>	1	0	0	0	1
<b>Total</b>	22	20	12	13	67

2016

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

2017

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

2018

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

2019

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

# Exhibit E

## Sports Programming Fee

Owner	Market	Station	5/1/17-12/31/17	1/1/18-12/31/18	1/1/19-8/31/19
Sinclair Broadcast Group, Inc.	Salt Lake City	KUTV	1/1/15-4/30/17		

\*The Affiliation Agreement sets forth the Annual NFL Contribution and Annual NCAA Contribution to be paid by Broadcaster through April 2017. Effective May 1, 2017 through August 31, 2019, Broadcaster shall pay an Annual Sports Programming Fee in the amount set forth in this Exhibit E.

# Exhibit F

## Thursday NFL Inventory Exchange Fee

Owner	Market	Station	2014-2015 Season	2015-2016 Season
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The Thursday NFL Inventory Exchange Fee will be [REDACTED] September 2014-February 2015. The first invoice will be sent at the start of October 2014 for the September 2014 payment. A similar schedule will be followed for the 2015-2016 season if the NFL exercises its option for that season.

Sinclair Broadcast Group, Inc.	Salt Lake City	KUTV	[REDACTED]	[REDACTED]
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# EXHIBIT G

## Allocation of Thursday NFL Inventory\*

DAYPART	FORMAT
Pre-game: ACCESS 7:30-8:00pm ET	unit + units news window/avail)
Pre-game: PRIME 8:00-Approx 8:15pm ET	units (leading into game coverage)
Game (thru 3Q): PRIME ET	units
Game (post gun):	units + : news
End of Coverage:	units
Total units in PRIME: 8:00-11:00pm ET	units
Total units available:	units

\* The parties agree that the Inventory associated with each NFL Thursday Game in all cases will be as provided in Section 4(b)(iv) of this Sports and Inventory Agreement and that the allocation in this Exhibit G may be subject to adjustment solely for reasons beyond CBS's control (e.g., if an NFL Thursday Game is significantly delayed, may not all occur in Prime Time in the eastern time zone).