

CBS AFFILIATE RELATIONS
A Unit of CBS Corporation

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Affiliation Agreement”) between CBS AFFILIATE RELATIONS, A Unit of CBS Corporation (“CBS”) and SINCLAIR TELEVISION GROUP, INC. (“Broadcaster”), authorized to operate television station KBOI-TV, FCC Facility ID Number 49760, Boise, Idaho on channel number 9 (“Affiliated Station”) sets forth the terms and conditions regarding the affiliation of Affiliated Station with the CBS Network (as defined below). CBS and Broadcaster hereby mutually covenant and agree, as of July 1, 2015, as follows:

1. Definitions.

The following terms shall have the meanings set forth in this Paragraph 1:

“**Affiliate**” as used in this Affiliation 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**”, “**Controlled**” or “**Controlling**” 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.

[REDACTED]

“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” means 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 (whether via cable (e.g., Charter; Comcast), direct broadcast satellite (DBS) (e.g., DIRECTV; DISH Network) or telco (e.g., Verizon FiOS TV; AT&T U-verse, which for purposes of clarification is sometimes referred to as Internet Protocol format television (IPTV) distribution) (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. For purposes of clarity, MVPD shall include any person or entity directly or indirectly controlled by such MVPD or under common control as such MVPD.

“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-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.

“Network-Affiliated Stations” means all television broadcast stations affiliated with the CBS Network that are owned or controlled, directly or indirectly, by Network-Affiliated Station Licensees.

“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 programming stream of such stations that meets the requirements of Section 73.624(b) of the FCC’s rules.

“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.

“Out-of-Market” means, with respect to the retransmission by an MVPD of Affiliated Station’s signal in accordance with this Affiliation Agreement, the location of television households outside of Affiliated Station’s DMA (as defined below). The Out-of-Market distribution of Affiliated Station’s signal of which Broadcaster is aware as of the date of this Affiliation Agreement is set forth on **SCHEDULE E**.

“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.

“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 which 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, (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.

“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.

“Traditional Television” means the broadcast of Affiliated Station’s (or any other Network-Affiliated Station’s) free, over-the-air, linear television signal, and the simultaneous retransmission of such signal by MVPDs via Traditional MVPD Platforms [REDACTED]

[REDACTED] for in-home viewing by such MVPDs’ subscribers, pursuant to the terms of this Affiliation Agreement (or any Network-Affiliated Station Licensee’s agreement with CBS), [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

2. Network Programs, Broadcast and Delivery.

(a) Network Programs.

(i) Broadcaster shall have a “first call” with respect to the simultaneous broadcasting via Traditional Television of Network Programs in Affiliated Station’s community of license as set forth below. Subject to the terms and conditions contained in this Affiliation Agreement, CBS will offer to Broadcaster for simultaneous broadcasting via Traditional Television by Affiliated Station, those Network Programs that are to be broadcast on a network basis by any television broadcast station licensed to operate in Affiliated Station’s community of license. Without limitation of the foregoing, CBS shall offer to Broadcaster for broadcasting by Affiliated Station 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 Affiliation Agreement. CBS represents and warrants that the Network Programs, as provided by CBS to Affiliated Station, shall comply with any and all applicable FCC rules (e.g., closed captioning, video description service, the CALM Act, children’s commercial limits, indecency, etc.), as they are amended from time to time.

(ii) As to any offer made as contemplated in Paragraph 2(a)(i) of this Affiliation Agreement, Broadcaster shall be deemed to have accepted such offer in accordance with its terms, and to have agreed to broadcast via Affiliated Station such Network Programs as specified in such offer, unless it provides to CBS written notice of rejection within seventy-two (72) hours (exclusive of Saturdays, Sundays, and holidays), or such longer period as CBS specifies therein, of CBS making such offer; provided that if the first broadcast referred to in such offer is scheduled to occur less than seventy-two (72) hours after the making of the offer, Broadcaster shall notify CBS of any rejection of such offer as promptly as possible and in any event prior to the first broadcast time specified in such offer.

[REDACTED]

(b) Broadcast of Network Programs.

Broadcaster agrees, subject to Paragraphs 3(c)(ii), 7(a) and 7(b) below, to broadcast via Traditional Television the Network Programs (including, without limitation, all Program Related Material

(as defined above)), on the primary programming stream of Affiliated Station's signal, which for purposes of clarity shall be the ".1" or "-1" program stream of any television broadcast station broadcasting multiplexed programming streams (the "Primary Programming Stream"), [REDACTED]

Notwithstanding the forgoing, should advances in compression technology make possible, in the reasonable judgment of CBS, the achievement of equivalent picture quality as provided by CBS at lesser data rates than those specified above, the parties will engage in good-faith negotiations concerning the revision of such minimum data rates, but Broadcaster shall not transmit Network Programs at a lesser data rate than specified above without the express written approval of CBS.

(c) Delivery of Network Programs.

Any obligation of CBS to furnish Network Programs for broadcasting by Affiliated Station is subject to CBS's making of arrangements satisfactory to it for the delivery of Network Programs to

Affiliated Station.

(d) 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.

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 Affiliated 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 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 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 this 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; and

(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] 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 this Affiliation 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 Affiliation 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.

██████████ Broadcaster shall have the right to sell or otherwise dispose of, for its own account, ██████████ (the “Prime Time Inventory”). Of the Prime Time Inventory, ██████████ shall be subject to the provisions of Paragraph 4(a)(ii) below, and the remaining units (the “Standard Prime Time Units”) shall be subject to the provisions of Paragraph 4(a)(i) below. The provisions of this Paragraph 4(a) (including its subparagraphs (i) and (ii)) shall be incorporated, ██████████

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(i) *Standard Prime Time Units.* The Standard Prime Time Units shall ██████████

██████████. 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 ██████████

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██████████ (“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. ██████████

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██████████. 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 ██████████. 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 ██████████ 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]

[REDACTED]

(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]

[REDACTED]

(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]

[REDACTED]

(iv) In addition to the Prime Time Inventory, with respect to each NFL Thursday Game, Broadcaster shall receive a one-minute news window during the accompanying pre-game show and shall have the right to sell or otherwise dispose of, for its own account, [REDACTED]

[REDACTED]

[REDACTED] provided that the one-minute news window 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]

[REDACTED]

[REDACTED]
 [REDACTED] Affiliated
 Station shall also have the right to sell or otherwise dispose of,
 for its own account, [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED] in connection with Affiliated Station's
 clearance of the NFL Thursday Games in the 2015-16 NFL
 season.

In addition to the foregoing, CBS shall make available an opportunity for Broadcaster to provide

██████████, 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) ██████████

██████████ 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.) ██████████. The specific number of units of Inventory to be made available for sale by Affiliated Station in regular-season games ██████████

(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 ██████████. To the extent that this Affiliation 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 ██████████ 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. Term and Termination.

(a) Term.

The term of this Affiliation Agreement shall be the period commencing on March 1, 2016 through and including February 28, 2021 ("Term"), provided that if the Station is not affiliated with the CBS Television Network on February 29, 2016, this Affiliation Agreement shall not become effective, but shall be null, void and of no effect. Notwithstanding Paragraphs 2, 4 and 7 of this Affiliation Agreement, or any other provision to the contrary contained herein, upon the expiration or any earlier termination of this Affiliation Agreement, Broadcaster shall have no rights whatsoever (i) to broadcast via Affiliated Station or to otherwise distribute in any manner any Network Program or (ii) to sell or otherwise dispose of any Inventory. Upon the expiration or any earlier termination of this Affiliation Agreement, each of the Affiliate CBS Eye Logo Trademark License Agreement and the CBS Newspath Participation Agreement shall immediately terminate.

(b) Termination on Transfer of Affiliation Agreement, License or Control of Broadcaster.

This Affiliation Agreement may not be assigned or transferred from Affiliated Station (including pursuant to any change in control of Broadcaster), directly or indirectly, regardless of whether in connection with the assignment or transfer of control of Broadcaster or of Broadcaster's FCC license for the Affiliated Station, and regardless of whether by operation of law or otherwise, without the prior written consent of CBS, which consent shall not be unreasonably withheld, and any purported transfer or assignment without CBS's prior written consent shall be null and void *ab initio* (except a "short-form" assignment or transfer within the provisions of Section 73.3540(f) of the FCC's rules and regulations as in effect as of the date of this Affiliation Agreement, which shall only require written notice by Broadcaster to CBS). Broadcaster shall notify CBS in writing thirty (30) days prior to any anticipated assignment or transfer of this Affiliation Agreement, and within five (5) days of the filing of any application with the FCC seeking consent to an assignment or transfer of control either of any interest in Broadcaster or of Broadcaster's license for Affiliated Station.

[REDACTED]

(ii) If CBS does not so terminate this Affiliation Agreement, Broadcaster shall, prior to the consummation of any such assignment or transfer of this Affiliation Agreement and/or any interest in Broadcaster or of Broadcaster's FCC license for Affiliated Station, and as a condition precedent to such assignment or transfer, procure and deliver to CBS, in a form reasonably satisfactory to CBS, the agreement of the proposed assignee or transferee that, upon consummation of the assignment or transfer, the assignee or transferee will unconditionally assume and perform all obligations of Broadcaster under this Affiliation Agreement. Upon delivery of said agreement to CBS, in a form reasonably satisfactory to it, the provisions of this Affiliation Agreement applicable to Broadcaster shall, effective upon the date of such assignment or transfer, be applicable to such assignee or transferee. In the event that Broadcaster fails to procure and deliver to CBS the agreement of the proposed assignee or transferee to assume and perform all obligations of Broadcaster, each as required in this Paragraph 5(b), such failure shall be a material breach of this Affiliation Agreement by Broadcaster. Broadcaster's obligations to procure the assumption of this Affiliation Agreement by any assignee or transferee of Broadcaster or of Broadcaster's FCC license for Affiliated Station as a condition precedent to such assignment or transfer shall be deemed to be of the essence of this Affiliation Agreement; further, Broadcaster expressly recognizes that money damages will be inadequate to compensate CBS for the breach of such obligation, and that CBS shall accordingly be entitled to equitable relief to enforce the same.

(c) Termination for Unauthorized Programming Agreement.

If, without having first obtained CBS's written consent (which shall not be unreasonably withheld), Broadcaster enters any agreement, including without limitation a "local marketing agreement," "time brokerage agreement," "station services agreement," or other similar agreement whereby initial responsibility for providing a significant portion of Affiliated Station's non-network programming is

delegated to another party that is not a person or entity directly or indirectly Controlling, or Controlled by, or under common Control with Broadcaster (notwithstanding that Broadcaster maintains ultimate control over such programming) (a "Programming Agreement"), then CBS may terminate this Affiliation Agreement on sixty (60) days' prior written notice.

(d) Termination on Change of Operation of Affiliated Station.

Broadcaster represents, warrants, and covenants that it holds a valid license issued by the FCC to operate Affiliated Station and that Broadcaster is operating, and shall continue to operate during the Term, Affiliated Station in conformity with the parameters specified in its FCC license. Broadcaster shall notify CBS in writing within five (5) days of Broadcaster taking any action, including, without limitation, the filing of an application or otherwise seeking FCC authority, that will modify Affiliated Station's operational parameters, including the channel number on which it broadcasts, transmitter location, power, frequency or hours of operation, in a manner that will materially impact the operation of Affiliated Station. Subject to the second paragraph of Paragraph 16, in the event that CBS reasonably determines that: (i) such modification would substantially lessen the value of Affiliated Station as an outlet for Network Programs or (ii) that Affiliated Station would no longer be able to broadcast the Network Programs, as required herein, including pursuant to the terms set forth in Paragraph 2(b) and devoting less than 14.5 Mbps to its Primary Programming Stream when broadcasting Network Programs, then CBS shall have the right to terminate this Affiliation Agreement, effective upon forty-five (45) days' notice to Broadcaster, provided however that such termination shall not become effective if (y) Broadcaster withdraws its application or other request for such modification within such forty-five (45) day period and (z) Affiliated Station has not yet implemented, and does not implement, such modification.

(e) Station Acquisition by CBS.

[Intentionally Omitted.]

(f) Termination in the Event of Bankruptcy.

CBS may terminate this Affiliation Agreement upon written notice to Broadcaster if: (i) a petition in bankruptcy is filed by or on behalf of Broadcaster or Affiliated Station, or Broadcaster or Affiliated Station otherwise takes advantage of any insolvency law, or an involuntary petition in bankruptcy is filed against Broadcaster or Affiliated Station, or if a receiver or trustee of any of Broadcaster's property is appointed at any time, (ii) Broadcaster or Affiliated Station makes any assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or (iii) Broadcaster or Affiliated Station takes corporate action in furtherance of any of the foregoing.

(g) Termination in the Event of Breach.

Each party, effective upon forty-five (45) days' written notice (or ten (10) days' written notice in the case of a breach of the payment provisions by Broadcaster, as set forth in Paragraph 6 hereof) to the other, may, in addition to its other rights herein, terminate this Affiliation Agreement if any material representation, warranty or agreement of the other party contained in this Affiliation Agreement has been breached and such breach of a material representation, warranty, or agreement is not cured within such forty-five (45) day period (or such ten (10) day period in the case of a breach of the payment provisions by Broadcaster, as set forth in Paragraph 6 hereof).

■ [REDACTED]

7. Use of Network Programs.

(a) General.

Broadcaster shall not broadcast any Network Program over Affiliated Station unless such Network Program has been first offered by CBS to Broadcaster for broadcasting over Affiliated Station and has been accepted by Broadcaster in accordance with this Agreement, or unless otherwise specifically approved in writing by CBS in its sole discretion. Except with the prior written consent of CBS, Broadcaster shall not sell any Network Program, in whole or in part, or any time or Inventory therein, for sponsorship, or otherwise use Network Programs except as specifically authorized in this Affiliation Agreement. Affiliated Station shall not broadcast any commercial announcement or announcements during any interval, within a Network Program, which is designated by CBS to Affiliated Station as being for the sole purpose of making a station identification announcement. Broadcaster shall broadcast each Network Program in its entirety (including, but not limited to, commercial announcements, billboards, credits, public service announcements, promotional announcements and network identification), without interruption, alteration, compression, deletion or addition of any kind, from the beginning of the Network Program through the conclusion of that Network Program and any accompanying or interstitial material to the start of the subsequent local break or commencement of the next program, in each instance as designated by CBS. Affiliated Station shall downlink or otherwise obtain Network Programs only from the Network Program feed provided by CBS that is designated by CBS for the time zone in which the Affiliated Station is located and Affiliated Station shall not downlink or otherwise make any use of any other Network Program feed without the express written consent of CBS, in its sole discretion. Nothing herein shall be construed as preventing Broadcaster's deletion of (i) part of a Network Program in order to broadcast an emergency announcement or news bulletin in compliance with any applicable federal or state law or regulation; (ii) a promotional announcement for a Network Program not to be broadcast over Affiliated Station (provided that Affiliated Station shall broadcast an alternative promotional announcement for a Network Program to be broadcast by Affiliated Station in place of the deleted promotional announcement); (iii) such words, phrases or scenes as Broadcaster, in the reasonable exercise of its judgment, determines would not be in the public interest to broadcast over Affiliated Station; provided, however, that Broadcaster shall not substitute for any material deleted pursuant to this clause (iii) any commercial or promotional announcement of any kind whatsoever. Broadcaster shall not, without CBS's prior written consent, authorize or permit any Network Program, recording, or other material furnished by CBS to Broadcaster or Affiliated Station hereunder to be recorded, duplicated, rebroadcast, retransmitted or otherwise used for any purpose whatsoever other than broadcasting of such Network Programs by Affiliated Station as provided herein; except that Broadcaster may assert a right to mandatory carriage of Affiliated Station's signal (including Network Programs therein) by an MVPD, pursuant to the provisions of 47 USC§ 534 or 47 USC§ 338 and the regulations thereto, as they are amended from time to time, respectively, and may, to the extent permitted by Paragraph 7(d) hereof, grant consent to the retransmission of such signal (including Network Programs therein) by an MVPD pursuant to the provisions of Section 325(b) of the Communications Act.

(b) Clearance of Programs.

Subject to Section 73.658(e) of the FCC's rules (the "FCC's Right to Reject Rule"), and the express provisions hereof, including, without limitation, Paragraph 8 hereof, Affiliated Station agrees to provide full, in-pattern clearance of all programs on the existing CBS Network program schedule (or

such programs' replacements or successors, as may be scheduled in the applicable CBS Network time periods) in all day-parts, including all Program-Related Material, in accordance with the foregoing and [REDACTED] which are incorporated into this Affiliation Agreement by this reference, subject to any clearance exceptions set forth in **SCHEDULE A** and subject to the Prime Time Preemption Cap and Weekend Sports Cap set forth in **Exhibit G**. For avoidance of doubt, preemptions made pursuant to the FCC's Right to Reject Rule do not count against the Prime Time Preemption Cap or the Weekend Sports Cap. Broadcaster agrees to notify CBS of any deletion or preemption of any Network Program, whether permitted under this Affiliation Agreement or otherwise, as soon as Broadcaster is aware such deletion or preemption will occur and in any event, Broadcaster shall notify CBS of every such preemption or deletion not later than seventy-two (72) hours prior to such preemption deletion whenever possible, and not later than twenty-four (24) hours following such preemption or deletion where prior notice could not be given by Broadcaster. Except for [REDACTED]

[REDACTED] Affiliated Station shall not preempt, downgrade, delay or change time periods of any Network Program without the prior written consent of CBS. Further, Affiliated Station shall make good in a mutually agreed upon time period all Prime Time preemptions made for reasons other than Broadcaster's reasonable belief that the Network Program in question is unsatisfactory, unsuitable or contrary to the public interest, within the meaning of the FCC's Right to Reject Rule. Subject to the FCC's Right to Reject Rule, Broadcaster agrees that it will not unreasonably preempt Network Program (e.g., preempt Network Program for paid programming, or during Nielsen (or successors thereto) ratings periods) and that Broadcaster shall not preempt any first-run, non-repeat Network Program, including any Network Program scheduled for a series premiere and/or season premiere, nor shall Broadcaster preempt any programming during the same time period for the immediately preceding week.

(c) Reports.

Broadcaster shall submit to CBS in the manner requested by CBS such reports as CBS may reasonably request concerning the broadcasting of Network Programs by Affiliated Station.

(d) Retransmission Consent.

(i) *Conditions for Grant.* As part of the grant of retransmission consent for its entire program schedule (with such deletions as may be required by FCC rules) to an MVPD pursuant to the provisions of Section 325(b) of the Communications Act (hereafter "retransmission consent"), Broadcaster may authorize the retransmission of Network Programs by an MVPD via Traditional MVPD Platforms (which, for purposes of clarification, does not include platforms or video service infrastructures that are reliant on a consumer having access to the Internet or any high speed data service), simultaneously with the Traditional Television broadcast of such Network Programs by Affiliated Station on a single channel dedicated solely to the full-time retransmission of Affiliated Station's program stream containing all CBS Network programming, solely to:

(1) a community wholly located within Affiliated Station's DMA;

(2) a community in which Affiliated Station's signal is "significantly viewed", as defined in Section 76.54 of the FCC's rules, and to which such MVPD is retransmitting the Affiliated Station's signal as of the date of this Affiliation Agreement;

(3) a community where such MVPD has continuously since October 5, 1992 both retransmitted Affiliated Station's signal and received such Affiliated Station's signal solely over the air; or

(4) a community served by an MVPD as to which a portion of television homes served by such MVPD are located within Affiliated Station's DMA, only for so long as it is not technically feasible for such MVPD serving such community with the equipment it has as of the date of this Affiliation Agreement to divide its signal.

Notwithstanding the foregoing: (i) except systems meeting the requirements set forth in (2), (3) or (4) above and retransmitting Affiliated Station's signal containing the Network Programs as of the first day of the Term of this Affiliation Agreement, Broadcaster will not authorize MVPDs to retransmit any Network Programs via Affiliated Station's signal to any Out-of-Market systems that are not retransmitting such program stream as of the date on which the retransmission consent agreement with such MVPD in effect as of the execution date of this Affiliation Agreement expires, is terminated or is renewed or extended; (ii) Broadcaster shall provide that if such MVPD subsequently discontinues authorized retransmission of Affiliated Station's signal containing the Network Programs on such Out-of-Market system, other than in connection with a carriage dispute affecting Affiliated Station's carriage by such MVPD generally, or if such MVPD has not commenced the retransmission of Affiliated Station's signal in an Out-of-Market system, despite such Out-of-Market system meeting the requirements set forth in (2), (3) and (4) above, then any resumption or commencement, as applicable, of the retransmission of Network Programs as included within Affiliated Stations signal on such Out-of-Market system shall require CBS's prior written consent, which consent shall be granted in CBS's sole discretion; and (iii) retransmission on such Out-of-Market systems shall be conditioned on the simultaneous retransmission by such MVPD of the broadcast signal of the home market television broadcast station affiliate of the CBS Television Network on such systems in the corresponding format (i.e., standard-definition format or high-definition format, as applicable) by the applicable MVPD Traditional Platform (which, for purposes of clarification, does not include platforms or video service infrastructures that are reliant on a consumer having access to the Internet or any high-speed data service) pursuant to a valid and binding retransmission consent agreement between such MVPD and such in-market television broadcast station affiliate of the CBS Network or pursuant to an election of must-carry status by the in-market television station affiliate of the CBS Television Network. Where retransmission to Out-of-Market television households is authorized pursuant to the terms herein, it shall not be required. Broadcaster shall notify CBS of any retransmission consent agreement with an MVPD that is reasonably anticipated to be terminated (by either party), and/or is expiring by its terms, reasonably in advance, but in no event less than ten (10) days from the effective date of such termination and/or expiration. In the event that during the Term of this Affiliation Agreement, an MVPD's retransmission of Affiliated Station via such MVPD's Traditional MVPD Platforms in Affiliated Station's DMA is discontinued by reason of such MVPD not having the retransmission consent of Affiliated Station to retransmit Affiliated Station's signal via such MVPD's Traditional MVPD Platform, CBS shall, subject to the terms and conditions of its specific agreement with each such MVPD and upon sufficient notice by Broadcaster as provided for in the immediately preceding sentence: (i) instruct such MVPD to cease making available during the period of such dispute CBS Television Network video on demand content via such MVPD's Traditional MVPD Platform to such MVPD's subscribers located within Affiliated Station's DMA and (ii) promptly discontinue delivery of Network Programs to such MVPD for exhibition by such MVPD on a video on demand basis via such MVPD's Traditional MVPD Platform

In addition, in no case shall Broadcaster grant retransmission consent to a television receive-only satellite service, or a direct broadcast satellite service, if Affiliated Station's signal would be retransmitted by such service to a television household outside of Affiliated Station's DMA other than: (i) an "unserved household," as that term is defined in 17 U.S.C. 119(d) as of the date of this Affiliation Agreement or ([REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(v) *Breach by MVPD.* In the event that Broadcaster becomes aware that an MVPD is retransmitting Network Programs via In-Home Retransmission, Authenticated Out-of-Home Linear Distribution or MVPD OTT Distribution, either (i) absent a written agreement with Broadcaster (materially in the form of **SCHEDULE D** as to In-Home Retransmission) or (ii) if a written agreement is in effect between such MVPD and Broadcaster, in a manner that is inconsistent with, or in violation of, the terms and conditions of this Affiliation Agreement (including, without limitation materially those terms and conditions contained in **SCHEDULE D** with regard to In-Home Retransmission) then Broadcaster shall provide immediate written notice of such distribution to CBS and shall cause such MVPD to immediately cease such distribution.

EXECUTION VERSION

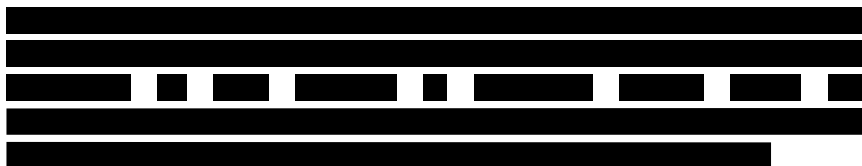
(vi) *Channel Position.* Broadcaster shall use commercially reasonable efforts to require that the retransmission of Network Programs included within Affiliated Station's signal, whether in standard-definition format or high-definition format, by an MVPD: (1) include all Program-Related Material, (2) appear to the viewer on the current channel placement in such MVPD's systems as exists as of the date of this Affiliation Agreement, which shall be in the same general neighborhood as the television broadcast signals (in standard-definition format and high-definition format, as applicable) of the in-market station affiliates of the Other Big Four Networks retransmitted by such MVPD, or on such more favorable channel position as may otherwise be mutually agreed upon by MVPD and Broadcaster in writing, (3) be included in the package or tier of service such that Affiliated Station's signal, including the Network Programs, are received by all subscribers to such MVPD's video programming services and (4) with respect to any non-numerical guides, be listed in the same neighborhood as, and in a non-discriminatory manner vis-a-vis, in-market station affiliates of the Other Big Four Networks (in standard-definition format and high-definition format, as applicable) retransmitted by the Traditional MVPD Platform (which, for purposes of clarification, do not include platforms or video service infrastructures that are reliant on a consumer having access to the Internet or any high speed data service).

(vii) *No Alteration; Overlays and Squeezebacks.* To the extent Broadcaster grants consent to the retransmission of Network Programs as included in Affiliated Station's signal by an MVPD, Broadcaster shall use commercially reasonable efforts to require that such MVPD simultaneously retransmit Affiliated Station's signal, in its entirety, without delay, interruption, addition, deletion or alteration (except for deletions of particular programming required by the Cable Network Non-Duplication and Syndicated Exclusivity Rules, the Satellite Network Non-Duplication and Syndicated Exclusivity Rules). Without limiting the foregoing, except as required by applicable law, rule or regulation, Broadcaster shall not authorize such MVPD to implement, enable or authorize any overlay or squeeze back functionality with respect to Network Programs: (1) that is not subscriber-initiated; (2) that contains advertising or promotional content; (3) that is triggered by the viewing of a Network Program, or the Network Program itself, or any advertisers or talent included therein, other than purely informational subscriber-initiated functionalities that do not include advertising or promotional content; or (4) that is not applied uniformly to all video programming services of such MVPD, as applicable.

(viii) *Search Functionality.* To the extent an MVPD to which Broadcaster has granted retransmission consent offers or provides search functionality for the video programming made available to its subscribers, Broadcaster shall use commercially reasonable efforts to require that MVPD to not offer, and in no event shall Broadcaster authorize an MVPD to offer, search functionality unless: (1) such search functionality is subscriber-initiated only; (2) the results of such search functionality are based on objective, content-neutral criteria and software algorithms (e.g., such criteria and algorithms shall not favor or prioritize any network or programmer); and (3) such search functionality shall comply with Paragraph 7(d)(vii) above (“No Alteration; Overlays and Squeezebacks”).

(ix) *Unauthorized Use.*

[illegible]



- (2) Unauthorized Copying. Broadcaster shall not authorize, or expressly cause or allow a third party, including, without limitation, any MVPD, for pay or otherwise, to record, copy, duplicate, or retransmit any Network Program, without the prior written consent of CBS. Should Broadcaster become aware of any third party's performing any unauthorized recording, copying, duplication or retransmission of any Network Program transmitted via Affiliated Station's signal, other than for private in-home use, Broadcaster shall give prompt written notice thereof to CBS.
- (3) Broadcaster shall not expressly authorize an MVPD to authorize, enable, cause, or facilitate the downloading, sideloading, uploading, transfer, copying, recording or storage of any Network Programs retransmitted via Affiliated Station's signal on or to the Internet (except on or to the Internet by an express grant of authorization by CBS pursuant to Paragraphs (2)(a)(iii), 3(g), 7(d)(iii), or 7(d)(iv) above) or any device or technology located at any receive center, system headend, local, regional or other data center, or other centralized location (e.g., network/headend/cloud DVR) or on any portable viewing device (except on or to the Internet by an express grant of authorization by CBS pursuant to Paragraphs 2(a)(iii), 3(g), 7(d)(iii), or 7(d)(iv) above). In addition, Broadcaster shall not expressly authorize an MVPD to: (i) authorize, enable, cause, facilitate or deploy any device, technology or service, whether in a Set-Top Box, at a system's head-end, or otherwise, or transmit to its subscribers any signal or data, that would allow subscribers to skip or delete, automatically or otherwise, on a recorded program or otherwise, commercial advertising or other non-program material included in a Network Program retransmitted via Affiliated Station's signal; or (ii) promote, advertise or instruct subscribers in the use of any technology enabling subscribers in specific increments of time (e.g., 30 seconds, 45 seconds, 60 seconds), to fast forward through commercial advertising or other non-program material.

(x) *Obligations.* Broadcaster shall not be required to impose any obligation on any MVPD pursuant to Paragraph 7(d) of this Affiliation Agreement unless and until Broadcaster enters into a new agreement or the renewal of an existing agreement, whether oral or written, express or implied, in any case, the negotiations of which commenced subsequent to the execution date of this Affiliation Agreement, with such MVPD whereby Broadcaster grants such MVPD the right, or extends or renews an existing right, to retransmit the broadcast signal of Affiliated Station, provided however, that Broadcaster shall not take any action, or fail to take any action, by omission or otherwise, that would circumvent the intent of this section.

(xi) *Copyrights.* Neither this Affiliation Agreement nor any grant by Broadcaster of retransmission consent conveys any license or sublicense in or to the copyrights of Network Programs and CBS shall in no way be a party to or incur any duty or other obligation in connection with any

retransmission consent granted by Broadcaster.

[REDACTED]

8. Rejection, Refusal, Substitution and Cancellation of Network Programs.

(a) Rights of Broadcaster and CBS.

With respect to Network Programs, nothing in this Affiliation Agreement shall be construed to prevent or hinder:

(i) Broadcaster from rejecting or refusing any such Network Program which Broadcaster reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest (within the meaning of the FCC's Right to Reject Rule), or from substituting a program which, in Broadcaster's opinion, is of greater local or national importance within the meaning of the FCC's Right to Reject Rule; or

(ii) CBS from substituting one or more Network Programs, in which event CBS shall deliver such substituted program or programs to Broadcaster pursuant to the provisions of Paragraph 2 hereof; or

(iii) CBS from canceling or ceasing to offer one or more Network Programs.

(b) Notice.

In the event of any such rejection, refusal, substitution or cancellation by either party hereto, such party shall, in addition to the notice provided for in Paragraph 17(g) of this Affiliation Agreement, notify the other party thereof as soon as practicable by facsimile or electronic mail at such telephone number(s) or electronic mail addresses as may be designated by a party from time to time.

9. Disclosure of Information.

In connection with furnishing any Network Program, CBS shall endeavor in good faith to disclose to Broadcaster information of which CBS has knowledge concerning the inclusion of any matter in such Network Program for which any money, service or other valuable consideration is directly or indirectly paid or promised to, or charged or accepted by, CBS or any employee of CBS or any other person with whom CBS deals in connection with the production or preparation of such Network Program. As used in this Paragraph 9, the term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in, or in connection with, any Network Program "unless it is so furnished in consideration for an identification in a broadcast of any person, product, service, trademark, or brand name beyond an identification which is reasonably related to the use of such service or property on the broadcast," as such words are used in Section 317 of the Communications Act of 1934 as amended. The provisions of this Paragraph 9 requiring the disclosure of information shall not apply in any case where, because of a waiver granted by the Federal Communications Commission, an announcement is not required to be made under said Section 317. The inclusion in any such Network Program of an announcement required by said Section 317 shall constitute

the disclosure to Broadcaster required by this Paragraph 9.

10. News.

(a) Newspath.

Broadcaster hereby agrees, throughout the Term of this Affiliation Agreement, to fully participate in the CBS Newspath Affiliate News Service and any successor thereto (“CBS Newspath”) pursuant to the terms of this Affiliation Agreement, including the CBS Newspath Participation Agreement attached hereto as **SCHEDULE C**, and incorporated into this Affiliation Agreement by this reference, regardless of whether Affiliated Station produces local news broadcast(s).

(b) Local News Broadcasts.

Broadcaster shall, throughout the Term, broadcast on Affiliated Station’s Primary Programming Stream materially the same number of hours of local news as it is broadcasting as of the execution date of this Affiliation Agreement. [REDACTED]

11. Non-Duplication of Network Programs.

(a) For purposes of this Paragraph 11, a television station’s “Network Exclusivity Zone” shall mean the zone within thirty-five (35) miles of the station’s reference points, or, in the case of a “small market television station,” as defined in Section 76.92 of the FCC rules, the zone within 55 miles of said reference points; provided, however, that in no case shall the “Network Exclusivity Zone” include an area within the DMA, as determined by Nielsen Media Research as of the date of this Affiliation Agreement, of a CBS-owned or controlled station or another Network-Affiliated Station, provided that such provision shall apply to such other station. A station’s “reference points” for purposes of this paragraph shall be as defined in Section 73.658(m) of the FCC rules, and shall be deemed to include, with respect to a station in a hyphenated market, the reference points of each named community in that market.

(b) Broadcaster shall be entitled to exercise, within Affiliated Station’s Network Exclusivity Zone, the protection against duplication of network programming, as provided by Sections 76.92 through 76.95 and Sections 76.120 through 76.122 of the FCC’s rules, with respect to a Network Program during the period beginning one (1) day before and ending seven (7) days after the delivery of such Network Program by CBS to Broadcaster; provided, however, that such right shall apply only to Network Programs broadcast in the live time period as offered or on no more than a one (1) day delay as accepted by CBS; and provided further that nothing herein shall be deemed to preclude CBS from granting to any other television broadcast station licensed to any other community similar network non-duplication rights within that station’s Network Exclusivity Zone, and Broadcaster’s aforesaid right of network non-duplication shall not apply with respect to the transmission of the programs of another CBS Network station (current or future) by a “community unit,” as that term is defined by the rules of the FCC, located (wholly or partially) within the area in which Broadcaster’s Network Exclusivity Zone overlaps the Network Exclusivity Zone of that other CBS Network station.

(c) Without limitation of its other remedies hereunder, in the event of a material breach of

this Affiliation Agreement by Broadcaster, CBS may on sixty (60) days' prior written notice revoke Broadcaster's right under this Paragraph 11 to exercise protection against the duplication of network programming under the above referenced rules of the FCC, unless such breach is cured within such sixty (60) day period.

12. Assignment, Conveyance and Conditions for Use of Distribution Receive Equipment.

(a) For value received, CBS hereby conveys, transfers, and assigns to Broadcaster, all of its rights, title and interest in and to the tangible personal property consisting of certain distribution receive equipment and associated control equipment ("Distribution Receive Equipment"), provided that Broadcaster may not assign its rights in such Distribution Receive Equipment to any party without CBS's prior written approval (which shall not be unreasonably withheld to assignee or transferee of this Affiliation Agreement pursuant to Paragraph 5).

(b) Broadcaster shall use the Distribution Receive Equipment solely in connection with the television broadcast rights granted and specified in this Affiliation Agreement.

(c) CBS makes no warranties whatsoever, either express or implied, in respect of the Distribution Receive Equipment, including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

(d) Broadcaster shall be solely responsible for any and all installation and other related costs or charges in connection with the use and installation of the Distribution Receive Equipment. Broadcaster shall at all times use and maintain the Distribution Receive Equipment as instructed by CBS and the manufacturer and shall use its best efforts to assure that the Distribution Receive Equipment is kept in good condition and that no tampering with the Distribution Receive Equipment or other breach of security, as defined in Paragraph 12(g) below, occurs. Broadcaster shall promptly notify the CBS Satellite Management Center by telephone of any defect or failure in the operation of the Distribution Receive Equipment and shall follow such procedures as are established by CBS for the replacement or repair of the Distribution Receive Equipment. CBS shall be responsible for the cost of correcting any defect or of rectifying any failure of the Distribution Receive Equipment to operate during the Term of this Affiliation Agreement, provided that Broadcaster shall be responsible for any costs associated with its failure to follow the prescribed procedures or that result from its negligent acts or omissions, or negligent acts or omissions of its employees, contractors, or subcontractors.

(e) In addition to its rights under this Paragraph 12 of this Affiliation Agreement, CBS will not be liable for any damages resulting from the Distribution Receive Equipment, including operation of the Distribution Receive Equipment or from the failure of the Distribution Receive Equipment to function properly or, any loss, cost or damage to Broadcaster or others arising from defects or non-performance of the Distribution Receive Equipment.

(f) If Broadcaster makes any use of the Distribution Receive Equipment in violation of the terms and conditions of this Affiliation Agreement, said use shall be a material breach of this Affiliation Agreement.

(g) Should Broadcaster's willful acts or negligence result in any breach in the security of the Distribution Receive Equipment covered by this Affiliation Agreement, such breach of security shall be a material breach of this Affiliation Agreement. Breach of security shall include but not be limited to any theft of all or part of the Distribution Receive Equipment, any unauthorized reproduction of all or part of the Distribution Receive Equipment, any unauthorized reproduction of

the code involved in descrambling the network feed from CBS to Broadcaster, or any related misappropriation of the physical property or intellectual property contained in the Distribution Receive Equipment.

13. Indemnification; Limitation on Liability.

(a) CBS will indemnify Broadcaster, its subsidiaries and affiliates and each of their respective officers, directors, agents and employees, successors and assigns from and against any and all third-party claims made against Broadcaster resulting in damages, liabilities, costs and expenses, including reasonable outside counsel fees, and arising out of (i) the broadcast, pursuant to the terms of this Affiliation Agreement, of Network Programs as furnished by CBS without any deletions, additions or modifications by Broadcaster, but solely to the extent that such third-party claims, damages, liabilities, costs and expenses are based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or literary or dramatic rights; and/or (ii) a breach by CBS of any of CBS's representations, warranties, agreements, covenants or obligations herein.

(b) Broadcaster and Affiliated Station will indemnify CBS, its subsidiaries and affiliates and each of their respective officers, directors, agents and employees, successors and assigns from and against any and all third-party claims made against CBS resulting in damages, liabilities, costs and expenses, including reasonable outside counsel fees, and arising out of (i) Affiliated Station's broadcast of any material not provided by CBS to Broadcaster in accordance with this Affiliation Agreement, but solely to the extent such third party-claims are based upon alleged libel, slander, defamation, invasion of the right of privacy, or violation or infringement of copyright or literary or dramatic rights; (ii) any deletions, additions or modifications by Broadcaster and/or Affiliated Station to any Network Program or to any other materials provided by CBS to Affiliated Station; (iii) the use of the Mark (as defined in **SCHEDULE B**) by Broadcaster and/or Affiliated Station in a manner that is not authorized by, or is inconsistent with, the provisions of the Service Mark License Agreement between CBS and Broadcaster, substantially in the form of **SCHEDULE B**; and (iv) a breach by Broadcaster and/or Affiliated Station of any of Broadcaster's or Affiliated Station's representations, warranties, agreements, covenants or obligations herein.

(c) An indemnified party shall give the indemnifying party prompt notice of any claim or litigation for which it seeks indemnification; it being agreed that the indemnifying party shall have the right to assume the defense of any or all claims or litigation to which its indemnity applies and that the indemnified party will cooperate fully with the indemnifying party in such defense and in the settlement of such claim or litigation. To the extent an indemnifying party assumes the defense of any claim or litigation in accordance with the foregoing, if any indemnified person hereunder wishes to continue to be represented in such action, suit, proceeding or investigation by its own counsel, such indemnified person will bear any expenses associated with such continued representation that arise from the point in time in which the indemnifying party assumed the defense thereof. The indemnifying party shall not settle any claim or litigation on behalf of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. Except as herein provided to the contrary, neither Broadcaster nor CBS shall have any rights against the other party hereto for claims by third persons for the non-operation of facilities or the non-furnishing of Network Programs for broadcasting if such non-operation or non-furnishing is due to failure of equipment, action or claims by any third person, labor dispute or any cause beyond such party's reasonable control.

(d) Neither party shall, for any reason or under any legal theory, be liable to the other party or any third party for any special, indirect, incidental or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable or

regardless of whether it was informed or had direct or implied knowledge of the possibility of such damages or loss in advance.

14. Confidentiality.

The terms of this Affiliation Agreement, and any discussions related thereto, will not be disclosed by CBS or Broadcaster to any third party other than to any person or entity directly or indirectly Controlling, or Controlled by, or under common Control with CBS or Broadcaster, as applicable, and any officers, directors, employees, accountants, attorneys, consultants, financial advisors and lenders (“Representatives”) of such person or entity or of CBS or Broadcaster, as applicable, and their existing and potential bona fide third-party financial investors or potential bona fide purchasers of Affiliated Station or Broadcaster. Notwithstanding the foregoing, the following shall not constitute a violation of this provision:

(a) the filing of this Affiliation Agreement with the FCC by Broadcaster in accordance with Section 73.3613 of the FCC’s rules (47 CFR § 73.3613) or other express FCC requirement, provided that, unless otherwise expressly directed by the FCC, Broadcaster shall redact proprietary information and the material terms of this Affiliation Agreement, including the Term of this Affiliation Agreement and any specific amounts to be paid by Broadcaster hereunder, including, without limitation, any amounts paid pursuant to Paragraph 6 hereof, provided, however, that nothing herein shall prevent Broadcaster from making the notifications of non-duplication rights pursuant to Section 76.94 of the FCC’s rules (47 CFR § 76.94).

(b) such disclosure as is, in the written opinion of outside counsel, required by law, including, without limitation, to the extent necessary to comply with (i) Securities and Exchange Commission, or similar disclosure requirements or (ii) the valid order of an administrative agency or a court of competent jurisdiction, provided that in the case of subparagraphs (i) and (ii) the disclosing party notifies the other party in writing as promptly as practicable of any such disclosure requirements, or any order, demand, motion, petition or application seeking such disclosure (and, in all cases, prior to making such disclosure) and, solely with respect to subparagraph (ii), the disclosing party contests such disclosure and seeks confidential treatment of such information to the extent that it is disclosed; and

(c) such disclosure as is necessary to enforce rights pursuant to this Affiliation Agreement, provided that the disclosing party seeks confidential treatment of any information to be disclosed.

Any press release regarding the terms of this negotiation or this Affiliation Agreement, shall be made jointly by the parties. Notwithstanding anything to the contrary in the foregoing, nothing herein shall be construed to prevent CBS or Broadcaster, consistent with its duties and status as a publicly-traded company, from generically discussing, or making announcements concerning, its negotiations with CBS, Network-Affiliated Station Licensees or for Network-Affiliated Stations, including, without limitation, Broadcaster and/or Affiliated Station, as applicable.

15. CBS Service Mark Agreement.

Broadcaster will execute and abide by the standard CBS Service Mark License Agreement, attached hereto as **SCHEDULE B**, which specifies acceptable ways Affiliated Station may utilize the CBS Eye Service Mark, and which is incorporated into this Affiliation Agreement by this reference.

■ ■■■■■■■■

[REDACTED]

[REDACTED]

17. General.

(a) As of the beginning of the Term hereof, this Affiliation Agreement takes the place of, and is substituted for, any and all existing television affiliation agreements heretofore existing between Broadcaster and CBS concerning Affiliated Station, including, without limitation, the Sports & Inventory Agreement effective as of September 1, 2014, subject only to the fulfillment of any obligations, including without limitation the payment of money, incurred, but not discharged, during the term of any previous agreement, or relating to events occurring prior to the beginning of the Term hereof. This Affiliation Agreement may be modified only by a written instrument executed by both parties and no waiver by either Broadcaster or CBS of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Affiliation Agreement.

EXECUTION VERSION

(b) The obligations of Broadcaster and CBS under this Affiliation Agreement are subject to all applicable federal, state and local law, rules and regulations (including but not limited to the Communications Act of 1934 as amended and the Rules and Regulations of the Federal Communications Commission) and this Affiliation Agreement and all matters or issues collateral thereto shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts performed entirely therein and without reference to its conflict or choice of law provisions. Any actions arising out of this Affiliation Agreement will be brought exclusively in the state or federal courts located in the State of New York, New York County, and the parties irrevocably submit to the exclusive jurisdiction of such court and agree not to plead to the contrary.

(c) All other rights not specifically granted herein, including, but not limited to, those regarding the Network Programs, are reserved to CBS and not to Broadcaster.

(d) Neither Broadcaster nor CBS shall be or be deemed to be or hold itself out as the agent of the other under this Affiliation Agreement, and nothing contained in this Affiliation Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CBS and Broadcaster.

(e) Broadcaster acknowledges that its rights (and Affiliated Station's rights) hereunder will be subject to and must be exercised consistent with the rights conveyed to CBS by the NFL, NCAA, PGA, SEC or any other licensor of programming delivered hereunder, as those rights may be conditioned, limited or restricted.

(f) If any provision of this Affiliation Agreement, as applied to either CBS or Broadcaster or any circumstances, is found to be against public policy or otherwise void or unenforceable, or in conflict with any applicable federal, state or local law, rule or regulation (including, without limitation, any rule or regulation of the FCC) (a "Void Provision"), then commencing within ten (10) days following such finding, CBS and Broadcaster shall negotiate in good faith for a period of thirty (30) calendar days regarding a provision to replace the Void Provision, which provision shall materially meet the intent of the parties as set forth in the Void Provision and essentially preserve the benefits provided by this Affiliation Agreement to both parties. If the parties are unable to mutually agree on such a replacement provision for any reason whatsoever, including, without limitation, due to any constraints imposed by any law, rule or regulation, then any party that benefited from such Void Provision shall have the right to terminate this Affiliation Agreement at any time on six (6) months prior written notice.

(g) Unless specified otherwise, all notices given hereunder shall be given in writing to the addresses set forth below and shall be deemed given when (i) personally delivered, (ii) if mailed by certified or registered mail, return receipt requested, five (5) days after the notice is deposited in the United States Mail postage prepaid, or (iii) if sent by overnight courier or express overnight mail service, on the business day following delivery of the notice to the overnight delivery service. All notices shall be sent to the respective addresses of Broadcaster and CBS set forth below, unless either party at any time or times during the Term designates another address for itself by notifying the other party thereof, in accordance herewith, in which case all notices to such party shall thereafter be given at such designated address.

If to CBS:	Attn: President, CBS Affiliate Relations
	CBS Corporation
	51 West 52 nd Street
	New York, NY 10019

EXECUTION VERSION

with a copy to: Executive Vice President and General Counsel
CBS Television
51 West 52nd Street
New York, NY 10019

If to Broadcaster: Attn: President
Sinclair Broadcast Group
10706 Beaver Dam Road
Hunt Valley, MD 21030

with a copy to: Attn: General Counsel
Sinclair Broadcast Group
10706 Beaver Dam Road
Hunt Valley, MD 21030

(h) The titles of the paragraphs in this Affiliation Agreement are for convenience only and shall not in any way affect the interpretation of this Affiliation Agreement.

(i) CBS and Broadcaster hereby waive the application of any law, regulation, holding or rule of construction against the party drafting this Affiliation Agreement or provision hereof.

(j) This Affiliation Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Blank]

EXECUTION VERSION

[Affiliation Agreement Signature Page for KBOI-TV]

IN WITNESS WHEREOF, the parties hereto have executed this Affiliation Agreement as of the date first above written.

SINCLAIR TELEVISION GROUP, INC.

CBS AFFILIATE RELATIONS

A Unit of CBS Corporation

By: _____

Name:

Chris Kipley

Title:

CFO

By: _____

Ray Hopkins

President, Television Networks

Distribution

EXECUTION VERSION


[Affiliation Agreement Signature Page for KBOI-TV]

IN WITNESS WHEREOF, the parties hereto have executed this Affiliation Agreement as of the date first above written.

SINCLAIR TELEVISION GROUP, INC.

CBS AFFILIATE RELATIONS
A Unit of CBS Corporation

By: _____
Name:
Title:

By:  _____
Ray Hopkins
President, Television Networks
Distribution