CALIFORNIA COMPETES TAX CREDIT ALLOCATION AGREEMENT

This California Competes Tax Credit Allocation Agreement ("Agreement") is by and between Viacom International Inc., a Delaware corporation ("Taxpayer") and the California Governor's Office of Business and Economic Development ("GO-Biz"), hereinafter jointly referred to as the "Parties" or individually as the "Party." All capitalized terms not defined in this Agreement shall have the same meaning as in California Revenue and Taxation Code ("RTC") sections 17059.2 and 23689, and California Code of Regulations Title 10, section 8000 et seq. as in effect on the Effective Date of this Agreement.

In consideration for the mutual covenants and promises in this Agreement, the Parties agree as follows:

1. **Effective Date.** The effective date ("Effective Date") of this Agreement shall be the date that this Agreement is approved by the California Competes Tax Credit Committee ("Committee").

2. **Total Credit Award.** GO-Biz, upon approval by the Committee and conditioned upon the requirements set forth in this Agreement, will award Taxpayer a California Competes Tax Credit ("CCTC") in the amount of one million dollars ($1,000,000.00)("Credit"). Specifically, Taxpayer is receiving a CCTC against the "net tax" as defined in RTC section 17039, or the "tax" as defined in RTC 23036, as applicable, pursuant to RTC section 17059.2 or 23689, as applicable.

3. **Project/Milestones**. Taxpayer operates numerous media networks that create television programs, motion pictures, short-form videos, social media, consumer products, and other entertainment content for audiences in more than 160 countries and territories. In consideration for the Credit, Taxpayer agrees to establish a new West Coast Media Network headquarters in Hollywood, California, by constructing a new office building in Burbank, California. Taxpayer also agrees to hire full-time employees to support its expansion goals (collectively, the "Project"). Further, Taxpayer agrees to satisfy the milestones as described in Exhibit "A" ("Milestones") and must maintain Milestones for a minimum of three (3) taxable years thereafter. In the event Taxpayer employs more than the number of Full-time employees, determined on an annual full-time equivalent basis, than required in Exhibit A, for purposes of satisfying the "Minimum Annual Salary of California Full-time Employees Hired" and the "Cumulative Average Annual Salary of California Full-time Employees Hired," Taxpayer may use the salaries of any of the Full-time employees hired and retained within the required time period. For purposes of calculating the "Minimum Annual Salary of California Full-time Employees Hired" and the "Cumulative Average Annual Salary of California Full-time Employees Hired," the salary of any full-time employee that is not employed by the taxpayer for the entire taxable year shall be annualized.

4. **Credit.** The Credit awarded in section 2 of this Agreement will be allocated to Taxpayer by taxable year as set forth in Exhibit A, provided that Taxpayer achieves the Milestones associated with the applicable taxable year, which includes all investments agreed to in the prior years, as set forth in Exhibit A. Taxpayer acknowledges and agrees that, an allocated portion of the Credit is earned by Taxpayer in the taxable year when the Milestones associated with that allocated portion of the Credit are achieved and to avoid recapture, Taxpayer must maintain such Milestones for three (3) subsequent taxable years. All required Milestones identified on a taxable year basis in Exhibit A, must be met in order to earn the allocated portion of the Credit. In the event Taxpayer satisfies the taxable year Milestones in an earlier taxable year than described in Exhibit A (no earlier than taxable

year 2015), upon written approval from GO-Biz, Taxpayer may claim the allocated portion of the Credit in the earlier taxable year when the Milestones are achieved. If Taxpayer satisfied certain taxable year Milestones in an earlier taxable year than described in Exhibit A (no earlier than taxable year 2015), and received written approval from GO-Biz to claim the Credit in the earlier taxable year, then Taxpayer need only maintain such Milestone for three (3) taxable years to avoid recapture as further described in Section 10. In the event that Taxpayer fails to satisfy each Milestone identified in Exhibit A in the taxable year associated with those Milestones including all investments agreed to in the prior years, no portion of the Credit will be considered earned in that taxable year. Any allocated portion of the Credit associated with a specific taxable year in Exhibit A, which is not earned in that year due to failure to achieve the Milestones associated with that taxable year will be earned in the taxable year in which the Milestones are met, but in no event later than the last taxable year identified in Exhibit A.

5. **Taxpayer – Representations and Warranties.** Taxpayer represents and warrants that:
   (a) Taxpayer is a duly organized Delaware corporation, validly existing and in good standing under the laws of the State of California, has registered with the Secretary of State, if required and has, or will have the requisite power, authority, licenses, permits and the like necessary to carry on its business as it is now being conducted and as contemplated in this Agreement.
   (b) Taxpayer is not a party to any agreement, written or oral, creating obligations that would prevent Taxpayer from entering into this Agreement or satisfying the terms herein.
   (c) All the information in the Application and all materials submitted to GO-Biz in Phase II, including, but not limited to, the Statement Regarding California State Tax Liabilities is true and accurate.
   (d) Taxpayer authorizes the California Franchise Tax Board ("FTB") and GO-Biz to do all of the following:
      i. To provide and receive information and documents as requested for the purpose of proper determination and administration of the Credit allocated to Taxpayer, including determination of the amount of any recapture of the Credit.
      ii. To discuss relevant issues pertaining to proper determination and administration of the Credit allocated to Taxpayer, including determination of the amount of any recapture of the Credit.
   (e) Taxpayer represents that it has read the applicable RTC sections 17059.2 and 23689 and California Code of Regulations Title 10, section 8000 et seq. and acknowledges and agrees that such sections are hereby incorporated by reference into this Agreement.
   (f) Taxpayer represents all of the following:
      i. None of the Investment identified in Exhibit A will be purchased or leased from a person or entity that is treated as related to Taxpayer under section 267, 318, or 707 of the Internal Revenue Code or from any member of a "controlled group of corporations" (as defined in RTC section 23626) in which Taxpayer is a member.
      ii. None of the Investment identified in Exhibit A will be attributable to a conversion from a purchase to a lease or vice versa of real or personal property Taxpayer already controls or has acquired.
      iii. None of the net increase of full-time employees or Investment identified in Exhibit "A" will be due to Taxpayer's acquisition of, or merger with, another business unless the net increase of California full-time employees attributable to that business are above the number of California full-time employees employed by the business at the time of acquisition. In addition, if Taxpayer acquires a business located outside of California, and subsequently moves any or all of acquired business's employees to California on a full-time basis, such employees shall count towards the net increase of full-time employees identified in Exhibit A, including existing employees at the time of acquisition and any subsequently hired Full-time employees.
      iv. None of the net increase of full-time employees identified in Exhibit A will be due to a transfer of employees from a person or entity that is treated as related to Taxpayer under section 267, 318, or 707 of the Internal Revenue Code or from any member of a "controlled group of corporations" (as defined in RTC section 23626) in which Taxpayer is a member, unless the transfer is of an employee

employed outside of California by a related entity and the employee is transferred to California on a full-time basis.

v. None of the net increase of full-time employees identified in Exhibit A will be due to employment of any employees that were previously employed by a person or entity that is treated as related to Taxpayer under section 267, 318, or 707 of the Internal Revenue Code or by any member of a "controlled group of corporations" (as defined in RTC section 23626) in which Taxpayer is a member.

6. **Reporting Requirements**. On or before the first day of the fourth (4th) month after the close of each taxable year as referenced in Exhibit A,[1] and prior to claiming the Credit on its tax return, Taxpayer shall submit to GO-Biz, documents demonstrating successful completion of the applicable Milestones for the prior taxable year, including, but not limited to:

(a) A chart substantially similar to Exhibit A identifying the numbers required under this Agreement compared to the actual numbers achieved by Taxpayer in the prior taxable year. In addition, Taxpayer shall include on the chart a certification that states "Viacom International Inc. certifies to GO-Biz that the information contained in this chart is true and accurate, may be relied upon by the FTB in the event of a review by FTB of Taxpayer's records to satisfy that applicable Milestones have been met and to satisfy the reporting requirements of the approved Agreement." The certification shall also identify the date Taxpayer's CCTC was approved by the Committee and reference the contract identification number provided by GO-Biz.

(b) If any Milestones are not met in the taxable year associated with those Milestones, then Taxpayer shall describe with sufficient detail, in writing, to GO-Biz, any issues or challenges in achieving the Milestones and corrective actions being taken or anticipated to be taken in subsequent years.

7. **Franchise Tax Board Review.**

(a) Notwithstanding the annual reporting requirements to GO-Biz in section 6, Taxpayer agrees as a condition of this Agreement to comply with the FTB's review of the books and records for purposes of determining if the Taxpayer has complied with the requirements of this Agreement.

(b) For any business other than a Small Business, Taxpayer acknowledges and agrees that the FTB shall review the books and records of all taxpayers allocated a Credit pursuant to this Agreement to ensure compliance with the terms and conditions of this Agreement and shall cooperate with the FTB in such a review. In the case of a taxpayer that is a Small Business, Taxpayer acknowledges and agrees that a review of the books and records of a taxpayer shall be made when, in the sole discretion of the FTB, a review of those books and records is appropriate. If the FTB exercises its discretion to review the books and records of a Small Business taxpayer, the review will be conducted to ensure compliance with the Agreement. The guidelines and procedures for these reviews are outlined in the FTB's Notice #2014-2 dated November 7, 2014.

(c) These reviews will not constitute an audit of the tax return under Part 10.2 (commencing with section 18401) of the RTC and the regulations thereunder, and will not preclude the FTB from auditing any issue in any taxable year, including a taxable year included in the term of the Agreement.

(d) If during the review of the books and records, the FTB determines there is a material breach of the Agreement by a taxpayer, and notwithstanding RTC section 19542, the FTB shall notify GO-Biz and provide, in writing, detailed information regarding the basis for that determination.

8. **Assignment**. The Credit (or a portion thereof as earned) under this Agreement may be transferred to an "Affiliated Corporation" in accordance with RTC section 23663. As stated in RTC section 23689(i)(1) this Agreement cannot and does not broaden or alter the ability of Taxpayer to assign the Credit. In the event that the Credit or this Agreement is to be transferred pursuant to a sale or merger to an entity other than an

[1] For a taxpayer with a taxable year on a calendar year basis, the report will be due on or before April 1st.

Affiliated Corporation, prior written consent of GO-Biz must be obtained. Such consent shall not be unreasonably withheld, conditioned or delayed.

9. **Material Breach**. A material breach for purposes of the Agreement shall mean:
   (a) Failure to timely furnish the documents described in Section 6(a) and (b) or the information reasonably requested by the FTB which relates to validating Taxpayer's compliance with Exhibit A.
   (b) Material misstatements in any information provided to GO-Biz as part of the application process and/or during phase II and/or after the Agreement is signed.
   (c) Failure to satisfy applicable Milestones as set forth in Exhibit A, by the end of the last taxable year identified in Exhibit A.
   (d) Failure to maintain one or more Milestones for a minimum of three (3) subsequent taxable years after achieving the Milestone(s).

10. **Recapture**. In the event of a material breach of the requirements of this Agreement, GO-Biz will notify Taxpayer in writing of the breach and provide Taxpayer with the opportunity to cure the breach within thirty (30) business days or such longer period as mutually agreed to in writing between the Parties. If Taxpayer fails to cure the breach within the prescribed timeframe, GO-Biz will notify Taxpayer of the failure, the amount of the allocation that it will recommend to the Committee be recaptured and may recommend termination of this Agreement to the Committee. If the material breach is solely the failure of Taxpayer to satisfy Milestones with respect to an Allocation for a particular taxable year, then the recapture will be limited to such particular taxable year's allocation and in no event shall a recapture under this Agreement include any Allocation or Allocations that Taxpayer has previously earned provided that Taxpayer satisfies its obligation to retain the required Milestones for three (3) subsequent taxable years. Upon receipt of recommendations from GO-Biz, the Committee will determine whether to accept or reject GO-Biz's recommendation of recapture, and the amount thereof, and the termination of this Agreement, based on Taxpayer's failure to fulfill the terms and conditions of this Agreement. Upon approval of the Committee to recapture some or all of the Allocation of credit awarded for failure of Taxpayer to fulfill the terms of this Agreement, GO-Biz will notify the FTB in writing as required under the applicable statutes and regulations and the FTB shall treat the recapture as a mathematical error appearing on the return. Any amount of additional tax resulting from that recapture shall be assessed by the FTB in the same manner as provided by RTC section 19051. The additional tax resulting from a recapture will be assessed in the taxable year of Taxpayer in which the Committee's recapture determination occurred.

11. **Public Records.** Taxpayer acknowledges that GO-Biz is subject to the California Public Records Act (PRA) (Government Code section 6250 et. seq.). This Agreement and materials submitted by Taxpayer to GO-Biz may be subject to a PRA request. In such an event, GO-Biz will notify Taxpayer, as soon as practicable that a PRA request for Taxpayer's information has been received, but not less than five (5) business days prior to the release of the requested information to allow Taxpayer to seek an injunction. GO-Biz will work in good faith with Taxpayer to protect the information to the extent an exemption is provided by law, including but not limited to notes, drafts, proprietary information, financial information and trade secret information. GO-Biz will also apply the "balancing test" as provided for under Government Code section 6255, to the extent applicable. Notwithstanding the foregoing, GO-Biz agrees that any information provided to GO-Biz by the FTB, in connection with this Agreement will be treated as confidential tax information protected by Article 2 (commencing with Section 19542) of Chapter 7 of Part 10.2 of the RTC, assuming that FTB can rely on such a section and shall not be disclosed to any party, other than personnel of GO-Biz, the FTB or the Committee, without Taxpayer's prior written consent. Taxpayer acknowledges that this Agreement in whole or in part will be made available to the public at least ten (10) calendar days prior to the Committee hearing. Pursuant to RTC 17059.2 and 23689, in the event of approval by the Committee of this Agreement, Taxpayer acknowledges and agrees that GO-Biz will post on its website the following information:
    (a) The name of each taxpayer allocated a Credit;
    (b) The estimated amount of the Investment by each taxpayer;
    (c) The estimated number of jobs created or retained;

(d) The Credit allocated to each taxpayer; and,
(e) The portion of the Credit recaptured from each taxpayer, if applicable.

12. **Media Release**. Taxpayer may elect to issue a press release related to this Agreement, but any release shall be approved by GO-Biz in writing prior to such release. Such approval shall not be unreasonably withheld.

13. **Indemnification/Warranty and Disclaimer/Limitation of Liability**. Taxpayer shall defend, indemnify and hold GO-Biz and the FTB, its agents or assigns, harmless from and against all claims, damages, and liabilities (including reasonable attorneys' fees) arising from this Agreement due to Taxpayer's breach of this Agreement, or the result of Taxpayer's negligence or willful misconduct. EXCEPT AS PROVIDED FOR UNDER SECTION 14, UNDER NO CIRCUMSTANCES WILL THE STATE OF CALIFORNIA, GO-BIZ, ITS AGENTS OR EMPLOYEES, THE COMMITTEE MEMBERS, THE FTB OR ANYONE ELSE INVOLVED IN THIS AGREEMENT BE LIABLE TO TAXPAYER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE FROM THIS AGREEMENT.

14. **Limitation of Remedy**. The only remedy that Taxpayer shall have in the event of breach or alleged breach by GO-Biz, shall be the normal administrative and judicial rights accorded to a taxpayer in the state of California who has been denied a tax credit claimed on their return.

15. **Integration.** This Agreement (including the exhibits hereto and any written amendments hereof executed by the Parties) constitutes the entire Agreement between the parties related to this Credit and supersedes all prior agreements and understandings, oral and written, between the Parties.

16. **Record Retention**. Taxpayer shall retain a copy of this Agreement, any exhibits related to this Agreement and any other documents that support the achievement of the milestones in connection with Taxpayer's Application and Credit for a period of no less than four (4) years from the end of the last taxable year identified in Exhibit A.

17. **Notice**. Any notices required or permitted to be given under this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, (c) by facsimile with confirmed receipt required, electronic communication with confirmed receipt required, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt. Within 30 days of the effective date of the Agreement, Taxpayer shall notify GO-Biz, in writing, of the name, address, phone number, and email of the contact person for Taxpayer. In addition, Taxpayer agrees to immediately inform GO-Biz of any changes to the name, address, phone number, and email of the contact person for Taxpayer. Any notices required or permitted to be given under this Agreement to GO-Biz shall be addressed as set forth below:

To GO-Biz:	1325 J Street 18th Floor Sacramento, California, USA 95814 Attention: Deputy Director, California Competes Tax Credit Program Phone: (916) 322-4051 Email: Calcompetes@gov.ca.gov

18. **Modification**. This Agreement may be amended or modified only by mutual agreement of the Parties in written addendum. If Committee approval is necessary, the modification of the agreement will not be valid until the addendum is approved by the Committee.

19. **Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any cure period allowed in this Agreement.

20. **Ambiguities**. Each Party has had the opportunity to seek the advice of counsel or has refused to seek the advice of counsel. Each Party and its counsel, if appropriate, have participated fully in the drafting, review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

21. **Necessary Acts, Further Assurances**. The Parties shall at their own cost and expense execute and deliver any further documents and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

22. **Sections and Other Headings**. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. **Consultants and Attorney's Fees**. Each of the Parties shall be responsible for and pay in their entirety its respective attorney's fees, auditors and consultant fees, costs and expenses in connection with the subject matter of the Agreement and any audit that may be conducted as a result of the transaction contemplated herein. Notwithstanding RTC section 19717, under no circumstances is any Party to this contract entitled to attorney's fees with regard to litigation resulting from this Agreement.

24. **Representation on Authority of Parties/Signatories**. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

25. **Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

26. **Approval**. This Agreement shall not be binding until it has been approved by the Committee during a duly noticed Committee meeting.

27. **Execution**. This Agreement may be executed in parts, by fax, or other similar electronic means.

Remainder of the page is intentionally left blank. Signature page immediately follows.

Governor's Office of Business and Economic Development

By: DocuSigned by: William Koch
0659DC8B8D7B4C9...

Name: William Koch

Its: Deputy Director

Date: April 1, 2015 | 13:03 PT

TAXPAYER
Viacom International Inc.

By: DocuSigned by: Andrew Greenberg
B13BC796DFD24F2...

Name: Andrew Greenberg

Its: Senior Vice President, Executive Compensation & Deputy General Tax Counsel

Date: March 31, 2015 | 05:38 PT

Exhibit "A" Milestones

Taxpayer: Viacom International Inc.

	2013 Tax Year (Base)	2014 Tax Year	2015 Tax Year	2016 Tax Year	2017 Tax Year	2018 Tax Year	Total
Total California Full-Time Employees[1]	2,073	2,073	2,098	2,108	2,118	2,129	
Net Increase of Full-Time Employees Compared to the Base Year		0	25	35	45	56	
Minimum Annual Salary of California Full-Time Employees Hired		$0	$30,900	$31,827	$32,782	$33,765	
Cumulative Average Annual Salary of California Full-Time Employees Hired		$0	$82,400	$83,106	$84,064	$85,238	
Investments		$0	$0	$24,500,000	$31,715,000	$0	$56,215,000
Tax Credit Allocation		$0	$300,000	$250,000	$250,000	$200,000	$1,000,000

[1] Determined on an annual full-time equivalent basis

GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT

STATE OF CALIFORNIA ♦ OFFICE OF GOVERNOR EDMUND G. BROWN JR.

EXHIBIT B
FIRST AMENDMENT TO AGREEMENT

1. The Governor's Office of Business and Economic Development and Viacom International, Inc. ("Viacom"), are parties to an agreement that became effective on April 16, 2015 ("Agreement"). After executing the Agreement, Viacom realized that it had inadvertently miscalculated the number of full-time employees employed during its base year.

2. Therefore, the Parties wish to amend the Agreement to accurately reflect Viacom's actual and projected employee totals in each year of the Agreement. There will be no change in Viacom's investments, the net increase of full-time employees it committed to employ during the course of the Agreement, or the average and minimum salary paid to its new full-time employees. Accordingly, the Agreement is amended as follows:

   In Exhibit A, the following figures in the first row are changed: 2013 Tax Year (Base) is changed from "2,073" to "2,588"; the 2014 Tax Year is changed from "2,073" to "2,588"; the 2015 Tax Year is changed from "2,098" to "2,613"; the 2016 Tax Year is changed from "2,108" to "2,623"; the 2017 Tax Year is changed from "2,118" to "2,633"; and the 2018 Tax Year is changed from "2,129" to "2,644".

3. All other terms and conditions of the Agreement remain in full force and effect. If there is a conflict between the terms of the Agreement and this First Amendment, the terms of the First Amendment will control.

Governor's Office of Business and Economic Development

By: DocuSigned by: KE Kane
AA435AB5E9A1476...

Name: Kristen Kane

Its: Deputy Director

Date: 8/31/2017

Taxpayer
Viacom International, Inc.

By: DocuSigned by: Andrew Greenberg
B13BC796DFD24F2...

Name: Andrew Greenberg

Its: SVP, Deputy General Tax Counsel

Date: August 17, 2017 | 16:26 PDT