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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2008

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ________________ to ________________

Commission File Number 001-09553

CBS CORPORATION

(Exact name of registrant as specified in its charter)

DELAWARE	04-2949533
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

51 W. 52nd Street
New York, NY 10019
(212) 975-4321
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Class A Common Stock, $0.001 par value	New York Stock Exchange
Class B Common Stock, $0.001 par value	New York Stock Exchange
7.625% Senior Debentures due 2016	American Stock Exchange
7.25% Senior Notes due 2051	New York Stock Exchange
6.75% Senior Notes due 2056	New York Stock Exchange

Securities Registered Pursuant to Section 12(g) of the Act:

None
(Title of Class)

Indicate by check mark if the registrant is a well-known seasoned issuer (as defined in Rule 405 of the Securities Act of 1933). Yes ☒ No o

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. Yes o No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No o

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer or a non-accelerated filer, or smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Securities Exchange Act of 1934). Yes o No ☒

As of June 30, 2008, which was the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the shares of CBS Corporation Class A Common Stock, $0.001 par value ("Class A Common Stock"), held by non-affiliates was approximately $223,995,903 (based upon the closing price of $19.48 per share as reported by the New York Stock Exchange on that date) and the aggregate market value of the shares of CBS Corporation Class B Common Stock, $0.001 par value ("Class B Common Stock"), held by non-affiliates was approximately $11,183,405,560 (based upon the closing price of $19.49 per share as reported by the New York Stock Exchange on that date).

As of February 15, 2009, 57,706,637 shares of Class A Common Stock and 621,384,938 shares of Class B Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of CBS Corporation's Notice of 2009 Annual Meeting of Stockholders and Proxy Statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended (the "Proxy Statement") (Part III).

PART I

Item 1. *Business.*

CBS Corporation (together with its consolidated subsidiaries unless the context otherwise requires, the "Company" or "CBS Corp.") is a mass media company with operations in the following segments:

- TELEVISION: The Television segment consists of CBS Television, comprised of the *CBS*® Television Network, the Company's 30 owned broadcast television stations, CBS Paramount Network Television and CBS Television Distribution, the Company's television production and syndication operations; *Showtime® Networks*, the Company's premium subscription television program services; and *CBS College Sports Network*™, the Company's cable network devoted to college athletics.

- RADIO: The Radio segment owns and operates 137 radio stations in 29 United States ("U.S.") markets through *CBS Radio*®.

- OUTDOOR: The Outdoor segment displays advertising on media, including billboards, transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks and stadium signage principally through *CBS Outdoor*® and in retail stores through *CBS Outernet*™.

- INTERACTIVE: The Interactive segment is the Company's online content network for information relating to technology, entertainment, sports, news, business, gaming and music. CBS Interactive's brands include *CNET*®, *CBS.com*™, *CBSSports.com*™, *GameSpot*®, *TV.com*™, *BNET*™ and *Last.fm*®.

- PUBLISHING: The Publishing segment consists of *Simon & Schuster*, which publishes and distributes consumer books under imprints such as *Simon & Schuster*®, *Pocket Books*®, *Scribner*® and *Free Press*™.

For the year ended December 31, 2008, contributions to the Company's consolidated revenues from its segments were as follows: Television 64%, Radio 11%, Outdoor 16%, Interactive 3% and Publishing 6%. The Company generated approximately 16% of its total revenues from international regions in 2008. For the year ended December 31, 2008, approximately 66% and 16% of total international revenues of approximately $2.25 billion were generated in Europe and Canada, respectively.

In December 2008, the Company announced that it had entered into an agreement with Clear Channel Communications, Inc. to swap five of CBS Radio's mid-size market radio stations (KBKS-FM (Seattle), WQSR-FM (Baltimore), KXJM-FM and KLTH-FM (Portland) and KQJK-FM (Sacramento)) for Clear Channel's two large market stations in Houston (KLOL-FM and KHMX-FM). In December 2008, the Company also announced that it had entered into an agreement to sell three of its radio stations in Denver (KWLI-FM, KIMN-FM and KXKL-FM) to Wilks Broadcasting for $19.5 million. These radio station transactions are subject to customary closing conditions. On June 30, 2008, the Company completed the acquisition of CNET Networks, Inc. ("CNET") common stock for $11.50 per share, for a total of $1.8 billion. CNET has been included in the Company's results from the date of acquisition. Effective July 1, 2008, the Company created a separate Interactive segment, which combined the Company's existing interactive businesses, which were previously reported in the Television segment, with those of CNET. Prior period results have been reclassified to conform to the new presentation. In April 2008, the Company acquired International Outdoor Advertising Group, the leading out-of-home advertising company in South America, for $110.8 million. In January 2008, the Company completed the sale of seven of its owned television stations to Cerberus Capital Management, L.P. for $185.0 million. In November 2007, the Company completed the last of its sales of 39 radio stations in 10 of its smaller markets for $668.4 million in the aggregate.

As technologies for delivering content and services evolve, and as evidenced by its acquisition of CNET, the Company continues to pursue and expand upon opportunities to distribute content to consumers through various platforms, including the Internet, mobile devices and video-on-demand. The Company is focused on utilizing interactive features to deepen and broaden its relationship with audiences. The Company has entered into various arrangements to extend the reach of its news, entertainment and other program content across a number of products and platforms with leading Internet, cable and mobile wireless companies, among others.

The Company competes with many different entities and media in various markets worldwide. In addition to competition in each of its businesses, the Company competes for opportunities in the entertainment business with other diversified international entertainment companies such as The Walt Disney Company, NBC Universal, Inc., News Corporation, Time Warner Inc., Cox Radio Inc. and Clear Channel Outdoor Holdings, Inc.

As of December 31, 2008, National Amusements, Inc. ("NAI"), a closely held corporation that owns and operates approximately 1,500 movie screens in the U.S., the United Kingdom ("U.K."), South America and Russia and manages 21 movie screens in the U.S. and the U.K., beneficially owned Class A Common Stock of the Company representing approximately 81% of the voting power of all classes of the Company's Common Stock, and approximately 10% of the Company's Class A Common Stock and Class B Common Stock on a combined basis. Owners of the Company's Class A Common Stock are entitled to one vote per share. The Company's Class B Common Stock does not have voting rights. NAI is not subject to the reporting requirements of the Securities Exchange Act of 1934, as amended. Sumner M. Redstone, the controlling shareholder of NAI, is the Executive Chairman of the Board of Directors and Founder of the Company.

The Company was organized in Delaware in 1986. The Company's principal offices are located at 51 W. 52nd Street, New York, New York 10019. Its telephone number is (212) 975-4321 and its Web site address is www.cbscorporation.com.

CBS CORP. BUSINESS SEGMENTS

Television (64%, 65% and 65% of the Company's consolidated revenues in 2008, 2007 and 2006, respectively)

The Television segment consists of CBS Television, comprised of the CBS Television Network, the Company's 30 owned broadcast television stations and CBS Paramount Network Television and CBS Television Distribution, the Company's television production and syndication operations; Showtime Networks, the Company's premium subscription television program services; and CBS College Sports Network, the Company's cable network devoted to college athletics.

Television Network. The CBS Television Network through CBS Entertainment™, CBS News® and CBS Sports® distributes a comprehensive schedule of news and public affairs broadcasts, sports and entertainment programming, and feature films to more than 200 domestic affiliates reaching throughout the U.S., including 16 of the Company's owned and operated television stations, and to affiliated stations in certain U.S. territories. The CBS Television Network primarily derives revenues from the sales of advertising time for its network broadcasts.

CBS Entertainment is responsible for acquiring or developing and scheduling the entertainment programming presented on the CBS Television Network, which includes primetime comedy and drama series, reality-based programming, made-for-television movies and miniseries, theatrical films, specials, children's programs, daytime dramas, game shows and late-night programs. In September 2007, CBS Films, a unit of CBS Entertainment, was created to develop and produce a limited slate of films across all genres, each under the $50 million per film category. CBS News operates a worldwide news organization, providing the CBS Television Network and the CBS Radio Network™ with regularly scheduled news and public affairs broadcasts, including *60 Minutes®*, *CBS Evening News with Katie Couric* and *The Early Show*, as well as special reports. CBS News Productions, the off-network production company created by CBS

News, produces programming for domestic and international outlets, including the CBS Television Network, cable television, home video, audio-book and in-flight markets, as well as schools and libraries. CBS News also provides CBS Newspath®, a television news syndication service that offers daily news coverage, sports highlights and news features to CBS Television Network affiliates and other subscribers worldwide. CBS Sports broadcasts include *The NFL Today*, certain NCAA championships, including the Final Four, golf, including the Masters Tournament and the PGA Championship, the U.S. Open Tennis Championships, regular-season college football and basketball line-ups on network television, in addition to the NFL's American Football Conference regular season schedule, the Postseason Divisional Playoff games and the AFC championship game. In 2004, CBS Sports entered into a six-year rights extension with the NFL to broadcast the AFC beginning in 2006 and including two Super Bowls. Extending its franchises, CBS Sports has the marketing rights for the 2003-2013 NCAA Championships, including coordination of related multimedia and television, and other related business opportunities. CBS Home Entertainment licenses home video rights and CBS Consumer Products licenses merchandising rights.

The CW, a broadcast network and 50/50 joint venture with Warner Bros. Entertainment, was launched in Fall 2006. The CW's programming includes *Gossip Girl*, *90210* and *America's Next Top Model*. Nine of the Company's owned television stations are affiliates of The CW.

In late September 2007, at the beginning of the 2007-2008 broadcast season, Nielsen Media Research introduced a television measurement system based on commercial viewership rather than program viewership. The new standard allows for the inclusion of both live and delayed viewing of commercials up to three days after live broadcasts and has become the industry standard for the buying and selling of television commercial time.

Television Stations. The Company owns 30 broadcast television stations through its CBS Television Stations group, all of which operate under licenses granted by the Federal Communications Commission ("FCC") pursuant to the Communications Act of 1934, as amended (the "Communications Act"). The licenses are renewable every eight years. The Company's television stations are located in the 8 largest, and 15 of the top 20, television markets in the U.S. The Company owns multiple television stations within the same designated market area ("DMA") in 9 major markets. These multiple station markets are: Los Angeles (market #2), Philadelphia (market #4), Dallas-Fort Worth (market #5), San Francisco-Oakland-San Jose (market #6), Boston (market #7), Detroit (market #11), Miami-Ft. Lauderdale (market #16), Sacramento-Stockton-Modesto (market #20), and Pittsburgh (market #23). This network of television stations enables the Company to reach a wide audience within and across geographically diverse markets in the U.S. The stations produce news and broadcast public affairs, sports and other programming to serve their local markets and offer CBS, The CW or MyNetworkTV programming and syndicated programming. The CBS Television Stations group principally derives its revenues from the sale of advertising time on its television stations. Substantially all of the Company's television stations currently operate Web sites, which promote the stations' programming, and provide news, information and entertainment, as well as other services. Since October 2006, pursuant to an exclusive video syndication arrangement, local news video from 17 of the Company's television stations has been available on Yahoo! CBS and Yahoo! share revenue from advertising sold adjacent to CBS stations' content on the site.

Every three years, each television station must elect, with respect to its retransmission by cable television operators within its DMA, either "must carry" status, pursuant to which the cable system's carriage of the station is mandatory, or "retransmission consent," pursuant to which the station gives up its right to mandatory carriage in order to negotiate consideration in return for consenting to carriage. The Company has elected the retransmission consent option in substantially all cases for the period beginning January 1, 2009, and, since 2006, has implemented a systematic process of seeking monetary consideration for its retransmission consent.

The Company's owned and operated television stations reach approximately 38% of all U.S. television households and approximately 35% of U.S. television households as measured by the FCC's television national audience reach limitation under which a VHF television station is deemed to reach 100% of the television households in its market and a UHF television station is deemed to reach 50% of the television households in its market. The FCC's ownership rules limit the Company's national audience reach to 39% of all U.S. television households. (See "CBS Corp. Business Segments—Regulation—Broadcasting—Ownership Regulation").

Television Stations

The table below sets forth the broadcast television stations owned by the Company as of February 20, 2009.

Station and Metropolitan Area Served (1)	Market Rank (2)	Type	Network Affiliation
WCBS-TV New York, NY	1	VHF	CBS
KCAL-TV Los Angeles, CA	2	VHF	Independent
KCBS-TV Los Angeles, CA	2	VHF	CBS
WBBM-TV Chicago, IL	3	VHF	CBS
KYW-TV Philadelphia, PA	4	VHF	CBS
WPSG-TV Philadelphia, PA	4	UHF	The CW
KTVT-TV Dallas-Fort Worth, TX	5	VHF	CBS
KTXA-TV Dallas-Fort Worth, TX	5	UHF	Independent
KPIX-TV San Francisco-Oakland-San Jose, CA	6	VHF	CBS
KBCW-TV San Francisco-Oakland-San Jose, CA	6	UHF	The CW
WBZ-TV Boston, MA	7	VHF	CBS
WSBK-TV Boston, MA	7	UHF	Independent
WUPA-TV Atlanta, GA	8	UHF	The CW
WKBD-TV Detroit, MI	11	UHF	The CW
WWJ-TV Detroit, MI	11	UHF	CBS
WTOG-TV Tampa-St. Petersburg-Sarasota, FL	13	UHF	The CW
KSTW-TV Seattle-Tacoma, WA	14	VHF	The CW
WCCO-TV Minneapolis-St. Paul, MN	15	VHF	CBS
Satellites:			
KCCO-TV(3) Alexandria, MN			CBS
KCCW-TV(4) Walker, MN			CBS
WFOR-TV Miami-Ft. Lauderdale, FL	16	VHF	CBS
WBFS-TV Miami-Ft. Lauderdale, FL	16	UHF	MyNetworkTV

Station and Metropolitan Area Served (1)	Market Rank (2)	Type	Network Affiliation
KCNC-TV Denver, CO	18	VHF	CBS
KOVR-TV Sacramento-Stockton-Modesto, CA	20	VHF	CBS
KMAX-TV Sacramento-Stockton-Modesto, CA	20	UHF	The CW
KDKA-TV Pittsburgh, PA	23	VHF	CBS
WPCW-TV Pittsburgh, PA	23	UHF	The CW
WBXI-CA(5) Indianapolis, IN	25	UHF	MTV/TR3S
WJZ-TV Baltimore, MD	26	VHF	CBS
WGNT-TV Norfolk-Portsmouth-Newport News, VA	43	UHF	The CW

(1) Metropolitan Area Served is Nielsen Media Research's DMA.

(2) Market Rankings based on Nielsen Media Research Local Market Universe Estimate, September 2008.

(3) KCCO-TV is operated as a satellite station of WCCO-TV.

(4) KCCW-TV is operated as a satellite station of WCCO-TV.

(5) WBXI-CA is a Class A low power television station. Class A low power television stations do not implicate the FCC's ownership rules.

Television Production and Syndication. The Company, through CBS Paramount Network Television and CBS Television Distribution (including King World Productions, CBS Studios and CBS Paramount International Television), produces, acquires and/or distributes programming worldwide, including series, specials, news, public affairs and made-for-television movies. Such programming is produced primarily for broadcast on network television, exhibition on basic cable and premium subscription services or distribution via first-run syndication. First-run syndication is programming exhibited on television stations without prior exhibition on a network or cable service. The Company also distributes off-network syndicated programming, which is programming exhibited on television stations or cable networks following its exhibition on a network, basic cable network or premium subscription service.

Programming that was produced or co-produced by the Company's production group and is broadcast on network television includes, among others, *CSI: Crime Scene Investigation* (CBS) and *Medium* (NBC). Generally, a network will license a specified number of episodes for broadcast on the network in the U.S. during a license period. Remaining distribution rights, including foreign and/or off-network syndication rights, are typically retained by the Company or, in the case of co-productions, distribution rights are shared with the co-producer for U.S. or foreign markets. The network license fee for a series episode is normally lower than the costs of producing the episode; however, the Company's objective is to recoup its costs and earn a profit through domestic syndication of episodes after their network runs and/or by licensing international exhibitions of the episodes. International sales are generally made within one year of U.S. network runs. Generally, a series must have a network run of at least three or four years to be successfully sold in domestic syndication. In off-network syndication, the Company distributes series such as *CSI:*, *CSI: Miami*, *CSI: NY*, *Medium*, *Survivor* and *America's Next Top Model* as well as a library of older television programs. The Company also produces and/or distributes first-run syndicated series such as *Jeopardy!*, *Entertainment Tonight*, *The Oprah Winfrey Show*, *Dr. Phil*, *Rachael Ray* and *Judge Judy.* The Company also distributes syndicated programming internationally.

License fees for completed television programming in syndication and on cable are recorded as revenues in the period that the products are available for exhibition, which, among other reasons, may cause substantial fluctuation in the Television segment's operating results. Unrecognized revenues attributable to such license agreements were approximately $600.1 million and $582.9 million at December 31, 2008 and December 31, 2007, respectively.

CBS College Sports Network. *CBS College Sports Network* is a cable program service featuring events from approximately 25 men's and women's college sports, with approximately 26.6 million subscribers as of January 31, 2009. CBS College Sports Network derives its revenues from subscription fees and the sale of advertising time on its cable program service. In September 2006, *the mtn*: *MountainWest Sports Network* was launched. CBS College Sports Network and Comcast Corporation each owns a 50% interest in *the mtn*, which exhibits Mountain West Conference athletics and is available to U.S. cable and satellite providers.

Showtime Networks. Showtime Networks owns and operates three commercial-free, premium subscription television program services in the U.S.: *Showtime*, offering recently released theatrical feature films, original series, documentaries, boxing, mixed martial arts and other special events; *The Movie Channel*®, offering recently released theatrical feature films and related programming; and *Flix*®, offering theatrical feature films primarily from the 70s, 80s and 90s, as well as selected other titles. At December 31, 2008, *Showtime*, *The Movie Channel* and *Flix*, in the aggregate, had approximately 58.7 million subscriptions in the U.S., certain U.S. territories and Bermuda.

Showtime Networks also owns and operates several multiplexed channels of *Showtime* and *The Movie Channel* in the U.S. which offer additional and varied programming choices. In addition, Showtime Networks transmits high definition television feeds of *Showtime*, *The Movie Channel* and several of their multiplexed channels, and also makes versions of *Showtime*, *The Movie Channel* and *Flix* available "on demand," enabling subscribers to watch selected individual programs at their convenience (in both standard and high definition in the case of *Showtime* and *The Movie Channel*, and standard definition in the case of *Flix*). Showtime Networks also provides special events to licensees on a pay-per-view basis through *Showtime PPV*®. Showtime Networks also operates the Web site *SHO.com* which promotes *Showtime*, *The Movie Channel* and *Flix* programming, and provides information and entertainment and other services.

Showtime Networks derives revenue principally from the license of its program services to cable television operators, direct-to-home ("DTH") satellite operators, telephone companies and other distributors. The costs of acquiring premium television rights to programming and producing original series are the principal expenses of Showtime Networks. Showtime Networks enters into commitments to acquire rights, with an emphasis on acquiring exclusive rights for *Showtime* and *The Movie Channel*, from major or independent motion picture producers and other distributors typically covering the U.S. and Bermuda for varying durations. For example, Showtime Networks has recently entered into motion picture output agreements with The Weinstein Company and Summit Entertainment for the exclusive U.S. premium subscription television rights for certain exhibition windows relating to feature films initially theatrically released in the U.S through December 2015 and December 2012, respectively. These exclusive output agreements are in addition to Showtime Networks' exclusive output agreement with Paramount Pictures for feature films initially theatrically released in the U.S through December 2007, and Showtime Networks' exclusive output agreements with each of MGM and Lionsgate for feature films initially theatrically released in the U.S. through December 2008. Showtime Networks also arranges for the development, production and acquisition of original programs, series and documentaries. Showtime Networks' original series include *Dexter, Californication, The Tudors, Weeds, Brotherhood, United States of Tara* and *The L Word,* among others. Showtime Networks has entered into and may from time to time enter into co-financing, co-production and/or distribution arrangements with other parties to reduce the net cost to Showtime Networks for its original programming. In addition, Showtime Networks derives distribution revenue from the rights it retains in certain of its original programming. For example, Showtime Networks and its affiliate(s) have entered into licenses with television networks in various foreign territories for exhibition of certain original series, as well as electronic sell-through arrangements with several Internet distributors, including iTunes and Amazon, among others, for certain *Showtime* programming.

Showtime Networks also owns 90% of and manages Smithsonian Networks, a venture with Smithsonian Institution. In September 2007, this venture launched Smithsonian Channel™, a high definition television program service, in the U.S., and, in March 2008, launched its companion on demand version, in both standard and high definition. This channel features programs of a cultural, historical, scientific and educational nature.

Television Competition.

Television Network. The television broadcast environment is highly competitive. The principal methods of competition in broadcast television are the development and acquisition of popular programming and the development of audience interest through programming and promotion, in order to sell advertising at profitable rates. Broadcast networks like CBS compete for audience, advertising revenues and programming with other broadcast networks such as ABC, FOX, NBC, The CW and MyNetworkTV, independent television stations, cable program services as well as other media, including DVDs, print and the Internet. In addition, the CBS Television Network competes with the other broadcast networks to secure affiliations with independently owned television stations in markets across the country, which are necessary to ensure the effective distribution of network programming to a nationwide audience. According to Nielsen Media Research, for the broadcast television primetime daypart for the period September 22, 2008 to January 25, 2009, the CBS Television Network secured the #1 position for total viewers and for key adult viewers ages 25-54 and the #2 position for key adult viewers ages 18-49.

Television Stations. Television stations compete for programming, on-air talent, audiences and advertising revenues with other stations and cable networks in their respective coverage areas and, in some cases, with respect to programming, with other station groups, and, in the case of advertising revenues, with other local and national media. The owned and operated television stations' competitive position is largely influenced by the quality of the syndicated programs and local news programs in time periods not programmed by the network; the strength of the CBS Television Network and, in particular, the viewership of the CBS Television Network in the time period immediately prior to the late evening news; and in some cases, by the quality of the broadcast signal.

In connection with the conversion to digital television broadcasting, current and future technological and regulatory developments may affect competition within the television marketplace. (See "CBS Corp. Business Segments—Regulation—Broadcasting").

Television Production and Syndication. As a producer and distributor of programming, the Company competes with studios, television production groups, and independent producers and syndicators such as Disney, Sony, NBC Universal, Warner Bros. and Fox to produce and sell programming both domestically and overseas. The Company also competes to obtain creative talent and story properties which are essential to the success of all of the Company's entertainment businesses.

CBS College Sports Network. CBS College Sports Network's cable programming service principally competes with other sports-oriented cable programming services for cable and satellite distribution and related revenue, for viewership and for advertising revenue. Consolidation among cable operators has made it more difficult for newer channels to secure broad distribution. In addition, the largest cable providers have created sports tiers for newer sports programming services which have not, in many cases, achieved significant subscriber penetration or acceptance. CBS College Sports Network's television service also competes with other sports programming services in acquiring the television and broadband rights to sporting events, resulting in increased rights fees and increased production expenses.

Showtime Networks. Showtime Networks primarily competes with other providers of premium subscription television program services in the U.S.: Home Box Office, Inc. and Starz Entertainment Group, L.L.C. Competition among premium subscription television program services in the U.S. is dependent on: (i) the production, acquisition and packaging of original series and other original programming and the acquisition and packaging of an adequate number of recently released theatrical motion pictures; and (ii) the offering of prices, marketing and advertising support and other incentives to cable operators, DTH satellite operators, telephone companies and other distributors for carriage so as to favorably position and package Showtime Networks' premium subscription television program services to subscribers. Home Box Office, Inc. is the dominant company in the U.S. premium subscription television category, offering two premium subscription television program services, HBO and Cinemax. Showtime Networks competes with Home Box Office, Inc. and has a significantly smaller share of the premium subscription television category. Starz Entertainment Group, L.L.C. owns Starz!, another premium subscription television program service, which primarily features recently released theatrical motion pictures and competes with Showtime Networks' and Home Box Office, Inc.'s premium program services. Showtime Networks also competes for programming, distribution and/or audiences with broadcast television, basic cable program services and other media, including DVDs, portable devices and the Internet.

The terms and favorable renewal of agreements with distributors for the distribution of the Company's subscription television program services are important to the Company. Consolidation among multichannel video programming distributors and other marketplace factors make it more difficult to reach favorable terms and could have an adverse effect on revenues. In addition, new entrants providing programming or other services for cable networks, cable operators and other platforms could be competitive with and adversely affect the Company's media businesses, including Showtime Networks' subscription television business.

Radio (11%, 12% and 14% of the Company's consolidated revenues in 2008, 2007 and 2006, respectively)

The Company's radio broadcasting business operates through CBS Radio, one of the largest operators of radio stations in the U.S. CBS Radio owns and operates 137 radio stations serving 29 U.S. markets as of February 20, 2009. Virtually all of the Company's owned and operated radio stations are located in the 50 largest U.S. radio markets and approximately 76% in the 25 largest U.S. radio markets. CBS Radio also owns three radio stations in Denver which are subject to a sale agreement and have been operated by the purchaser of these stations pursuant to a local marketing agreement effective January 1, 2009 until the closing of the sale. In December 2008, the Company agreed to exchange five of its radio stations in mid-sized markets for two of Clear Channel Communications' radio stations in Houston, a large market. These transactions are subject to customary closing conditions. The Company's strategy generally is to operate radio stations in the largest markets and take advantage of the Company's ability to sell advertising across multiple markets and formats. The Company believes that it is favorably impacted by offering radio, television and outdoor advertising platforms in large markets. The "Radio Stations, Television Stations and Outdoor Advertising Displays" table below includes information with respect to the Company's radio stations in the top 25 U.S. radio markets.

CBS Radio's geographically dispersed stations serve diverse target demographics through a broad range of formats such as rock, oldies, all-news, talk, adult contemporary, urban, sports and country, and CBS Radio has established leading franchises in news, sports and personality programming. This diversity provides advertisers with the convenience of selecting stations to reach a targeted demographic or of selecting groups of stations to reach broad groups of consumers within and across markets and also reduces the Company's dependence on any single station, local economy, format or advertiser. At the same time, CBS Radio maintains substantial diversity in each market where its stations operate so that its stations can appeal to several demographic groups. CBS Radio's general programming strategies include employing popular on-air talent, some of whose broadcasts may be syndicated by CBS Radio using the services of a third party syndicator, broadcasting programming syndicated to it by others, acquiring the rights to broadcast sports play-by-play and producing and acquiring news content for its radio stations. The overall mix of each radio station's programming lineup is designed to fit the station's specific format and serve its local community.

A new electronic audience measurement technology, Arbitron Portable People Meter™, has been adopted in 9 of the top 10 markets in which CBS Radio owns and operates radio stations. The Company is monitoring the effects of this new ratings system on the ratings of the Company's radio stations and advertising sales.

The majority of CBS Radio's revenues are generated from the sale of local, regional and national advertising. The major categories of radio advertisers include: automotive, retail, healthcare, telecommunications, fast food, beverage, movies and entertainment. CBS Radio is able to use the reach, diversity and branding of its radio stations to create unique division-wide marketing and promotional initiatives for major national advertisers of products and services. The success and reputation of CBS Radio and its stations allow the Company to attract the participation of major artists in these national campaigns. Advertising expenditures by local advertisers fluctuate, which has an effect on CBS Radio's revenues.

CBS Radio is further extending its station brands online through efforts that include streaming, on-demand audio and video, podcasting, mobile messaging and widgets. Over 150 audio streams of CBS Radio stations and custom channels are available online, including such top brands as 1010 WINS and WFAN-AM, each in New York, and KROQ-FM in Los Angeles. Additionally, CBS Radio has an exclusive agreement with AOL to power the AOL Radio service consisting of the CBS Radio station streams and AOL's over 200 radio station streams, all delivered through CBS Radio's new proprietary technology platform. This Internet radio player gives the consumer a user friendly interface and facilitates programming for the channels and advertising insertion on the player. iPhone and iPod touch users can listen to over 350 radio stations for free via their mobile devices. A similar agreement with Yahoo! was announced in December 2008 to power its Launchcast radio service consisting of a similar mix of CBS Radio station streams and Yahoo!'s radio station streams. This service launched in February 2009. CBS Radio is the most listened to online radio provider according to comScore Arbitron Online Radio Audience Ratings, December 2008. The Company also has agreements with Westwood One, Inc. involving compensation to the Company, the provision of radio programming to CBS Radio and the distribution by Westwood One of CBS Radio News programming.

Radio Competition. The Company's radio stations directly compete within their respective markets for audience, advertising revenues and programming with other radio stations, including those owned by other group owners such as Clear Channel Communications, Citadel Broadcasting, Cox Radio, Emmis Communications, Entercom and Radio One. The Company's radio stations also compete with other media, such as broadcast, cable and DTH satellite television, other radio stations, newspapers, magazines, the Internet, including Internet Radio, and direct mail. The radio industry is also subject to competition from Sirius XM Radio Inc., which provides digital audio services to subscribers, sells advertising time on some of its channels and competes with the radio industry for programming.

The Company's radio stations face increasing competition from audio programming delivered via the Internet and from consumer products such as portable digital audio players. These new technologies create new ways for individuals to listen to music and other content of their choosing while avoiding traditional commercial advertisements. An increasingly broad adoption by consumers of portable digital audio players could affect the ability of the Company's radio stations to attract listeners and advertisers.

The radio broadcast industry is in the process of implementing digital broadcasts. Currently, approximately 1,800 radio stations in the U.S. have implemented digital broadcasting. Because there is no FCC deadline for radio stations to cease broadcasting in an analog mode, radio stations that have implemented digital broadcasting transmit both digitally and in analog. As of February 1, 2009, 107 of the Company's owned radio stations have commenced digital broadcasts. The Company believes that digital transmissions will provide listeners with improved sound quality and new programming channels and should facilitate the convergence of radio with other digital media. It is too early to predict the full effect that the implementation of digital broadcasts will have on the Company's radio businesses or on competition generally.

Aggregate spot advertising sales revenues for the Company's radio stations for 2008 were ranked #1 in three of the top five U.S. markets by metro area population (New York, Chicago and Dallas-Fort Worth), according to the 2008 Market Total Spot Performance Summary of Miller, Kaplan, Arase & Co., LLP.

Radio Stations, Television Stations and Outdoor Advertising Displays

The following table sets forth information with regard to the Company's radio stations, television stations and outdoor advertising displays as of February 20, 2009 in the top 25 U.S. radio markets:

	Radio			Television			Outdoor
Market and Market Rank (1)	**Stations**	**AM/FM**	**Format**	**Stations**	**Type**	**Network Affiliation**	**Display Type**
New York, NY	WCBS	FM	Classic Hits	WCBS-TV	VHF	CBS	Subways, Bulletins,
	WCBS	AM	News				Walls, Malls,
#1—Radio	WFAN	AM	Sports				Street Furniture
#1—Television	WINS	AM	News				
	WWFS	FM	Adult Contemporary				
	WXRK	FM	Rock				
Los Angeles, CA	KCBS	FM	Adult Hits ("Jack")	KCAL-TV	VHF	Independent	Bus, Commuter Rail,
	KFWB	AM	News	KCBS-TV	VHF	CBS	Bulletins, Walls,
#2—Radio	KLSX	FM	Contemporary Hit Radio				Posters, Malls,
#2—Television	KNX	AM	News				Street Furniture
	KROQ	FM	Alternative Rock				
	KRTH	FM	Classic Hits				
	KTWV	FM	Smooth Jazz				
Chicago, IL	WBBM	FM	Rhythmic Contemporary Hit Radio	WBBM-TV	VHF	CBS	Bulletins, Posters,
	WBBM	AM	News				Malls, Walls
#3—Radio	WCFS	FM	Adult Contemporary				
#3—Television	WJMK	FM	Adult Hits ("Jack")				
	WSCR	AM	Sports				
	WUSN	FM	Country				
	WXRT	FM	Adult Album Alternative				
San Francisco, CA	KCBS	AM	News	KPIX-TV	VHF	CBS	Bus, Commuter Rail,
	KMVQ	FM	Rhythmic AC	KBCW-TV	UHF	The CW	Bulletins, Walls,
#4—Radio	KITS	FM	Alternative Rock				Posters, Malls,
#6—Television	KLLC	FM	Hot Adult Contemporary				Street Furniture
	KFRC	AM	Oldies				
	KFRC	FM	News				
Dallas-Fort Worth, TX	KLUV	FM	Classic Hits	KTVT-TV	VHF	CBS	Walls, Bulletins,
	KMVK	FM	Spanish	KTXA-TV	UHF	Independent	Malls, Street
#5—Radio	KJKK	FM	Adult Hits ("Jack")				Furniture
#5—Television	KRLD	AM	News/Talk				
	KRLD	FM	Sports				
	KVIL	FM	Adult Contemporary				
Houston, TX	KKHH	FM	Contemporary Hit Radio				Bulletins, Malls
	KIKK	AM	News				
#6—Radio	KILT	FM	Country				
	KILT	AM	Sports				
Atlanta, GA	WAOK	AM	News/Talk	WUPA-TV	UHF	The CW	Bus, Commuter Rail,
	WVEE	FM	Urban				Bulletins, Posters,
#7—Radio	WZGC	FM	Adult Album Alternative				Malls, Street Furniture,
#8—Television							Subways
Philadelphia, PA	KYW	AM	News	KYW-TV	VHF	CBS	Commuter Rail,
	WIP	AM	Sports	WPSG-TV	UHF	The CW	Bulletins, Malls,
#8—Radio	WOGL	FM	Classic Hits				Street Furniture
#4—Television	WPHT	AM	News/Talk				
	WYSP	FM	Rock				
Washington, D.C.	WTGB	FM	Classic Rock				Bus, Commuter Rail,
	WLZL	FM	Spanish-Tropical				Walls, Bulletins,
#9—Radio	WJFK	FM	FM Talk				Malls
	WPGC	FM	Urban				
	WHFS	AM	News/Talk				
Boston, MA	WBCN	FM	Active/Alternative Rock	WBZ-TV	VHF	CBS	Bulletins, Malls
	WBMX	FM	Hot Adult Contemporary	WSBK-TV	UHF	Independent	
#10—Radio	WBZ	AM	News				
#7—Television	WODS	FM	Classic Hits				
	WZLX	FM	Classic Rock				

Market and Market Rank (1)	Radio			Television			Outdoor
	Stations	AM/FM	Format	Stations	Type	Network Affiliation	Display Type
Detroit, MI *#11—Radio* *#11—Television*	WXYT	FM	Sports	WKBD-TV	UHF	The CW	Bus, Bulletins, Posters, Malls
	WOMC	FM	Classic Hits	WWJ-TV	UHF	CBS	
	WVMV	FM	Smooth Jazz				
	WWJ	AM	News				
	WXYT	AM	Sports				
	WYCD	FM	Country				
Miami-Ft. Lauderdale, FL *#12—Radio* *#16—Television*				WFOR-TV	VHF	CBS	Bulletins, Bus,
				WBFS-TV	UHF	MyNetworkTV	Commuter Rail, Malls, Street Furniture
Seattle-Tacoma, WA *#13—Radio* *#14—Television*	*KBKS	FM	Contemporary Hit Radio	KSTW-TV	VHF	The CW	Bulletins, Malls
	KMPS	FM	Country				
	KPTK	AM	News/Talk				
	KJAQ	FM	Classic Hits ("Jack")				
	KZOK	FM	Classic Rock				
Puerto Rico *#14—Radio*							Bulletins, Posters
Phoenix, AZ *#15—Radio*	KOOL	FM	Classic Hits				Bulletins, Posters, Malls, Street Furniture, Walls
	KZON	FM	Rhythmic Contemporary Hit Radio				
	KMLE	FM	Country				
Minneapolis, MN *#16—Radio* *#15—Television*	WCCO	AM	News/Talk	WCCO-TV	VHF	CBS	Bulletins, Posters, Street Furniture
	WLTE	FM	Adult Contemporary	KCCO-TV	Satellite	CBS	
	KZJK	FM	Adult Hits ("Jack")	KCCW-TV	Satellite	CBS	
San Diego, CA *#17—Radio*	KSCF	FM	Hot Adult Contemporary				Bulletins, Posters, Malls, Street Furniture
	KYXY	FM	Adult Contemporary				
Tampa-St. Petersburg, FL *#18—Radio* *#13—Television*	WLLD	FM	Rhythmic Contemporary Hit Radio	WTOG-TV	UHF	The CW	Bulletins, Malls
	WQYK	FM	Country				
	WQYK	AM	Sports				
	WYUU	FM	Spanish				
	WRBQ	FM	Classic Hits				
	WSJT	FM	Smooth Jazz				
Nassau-Suffolk, NY (2) *#19—Radio*							Bulletins
St. Louis, MO *#20—Radio*	KEZK	FM	Adult Contemporary				Bulletins, Posters, Malls
	KMOX	AM	News/Talk				
	KYKY	FM	Hot Adult Contemporary				
Denver, CO *#21—Radio* *#18—Television*	*KWLI	FM	Country	KCNC-TV	VHF	CBS	Street Furniture, Bulletins, Posters, Malls
	*KIMN	FM	Hot Adult Contemporary				
	*KXKL	FM	Classic Hits				
Baltimore, MD *#22—Radio* *#26—Television*	WJZ	AM	Sports	WJZ-TV	VHF	CBS	Bulletins, Subways, Commuter Rail, Street Furniture, Malls
	WJZ	FM	Sports				
	WLIF	FM	Adult Contemporary				
	*WQSR	FM	Adult Hits ("Jack")				
	WWMX	FM	Hot Adult Contemporary				
Portland, OR *#23—Radio*	*KXJM	FM	Contemporary Hit Radio				Bulletins, Malls
	KINK	FM	Adult Album Alternative				
	*KLTH	FM	Classic Hits				
	KUFO	FM	Active Rock				
	KUPL	FM	Country				
	KCMD	AM	Talk				
Pittsburgh, PA *#24—Radio* *#23—Television*	KDKA	AM	News/Talk	KDKA-TV	VHF	CBS	Bulletins, Malls
	WBZW	FM	Contemporary Hit Radio	WPCW-TV	UHF	The CW	
	WDSY	FM	Country				
	WZPT	FM	Hot Adult Contemporary				
Charlotte, NC *#25—Radio*	WSOC	FM	Country				Malls
	WKQC	FM	Adult Contemporary				
	WFNZ	AM	Sports				
	WNKS	FM	Contemporary Hit Radio				
	WPEG	FM	Urban				
	WBAV	FM	Urban Adult				
	WFNA	AM	Sports				

(1) Radio market rank based on Fall 2008 Radio Market Ranking as provided by Arbitron Inc. Television market rank based on Nielsen Media Research Local Market Universe Estimate, September 2008.

(2) Sub-market of New York City. The Company's New York City radio and television stations serve Nassau-Suffolk.

(*) In December 2008, the Company announced that it had entered into an agreement with Clear Channel Communications, Inc. to swap five of CBS Radio's mid-size market radio stations (KBKS-FM (Seattle), WQSR-FM (Baltimore), KXJM-FM and KLTH-FM (Portland) and KQJK-FM (Sacramento)) for Clear Channel's two large market stations in Houston (KLOL-FM and KHMX-FM). In December 2008, the Company also announced that it had entered into an agreement to sell three of its radio stations in Denver (KWLI-FM, KIMN-FM and KXKL-FM) to Wilks Broadcasting for $19.5 million, which stations have been operated by Wilks Broadcasting pursuant to a local marketing agreement effective January 1, 2009 until the closing of the sale. These radio station transactions are subject to customary closing conditions.

Outdoor (16%, 16% and 15% of the Company's consolidated revenues in 2008, 2007 and 2006, respectively)

The Company sells, through its Outdoor businesses, advertising space on various media, including billboards, transit shelters, buses, rail systems (in-car, station platform and terminal), mall kiosks and stadium signage and in retail stores. It has outdoor advertising operations in more than 100 markets in North America, including all 50 of the largest metropolitan markets in the U.S., 19 of the 20 largest metropolitan markets in Canada and all 45 of the largest metropolitan markets in Mexico. Additionally, Outdoor has the exclusive rights to manage advertising space on approximately 90% of the total bus fleet in the U.K. and has a variety of outdoor advertising displays in the Netherlands, France, Italy, the Republic of Ireland, Spain, Argentina, Brazil, Uruguay, Chile and China. The Company operates its Outdoor businesses through *CBS Outdoor* in the U.S., Canada and Europe, *CBS Outernet* in the U.S. and *Vendor*® in Mexico. In April 2008, the Company acquired International Outdoor Advertising Group, the leading out-of-home advertising company in South America. The "Radio Stations, Television Stations and Outdoor Advertising Displays" table above includes information with regard to the Company's outdoor advertising properties in the top 25 U.S. radio markets.

The substantial majority of Outdoor's revenues are generated from the sale of local, regional and national advertising. Advertising rates are based on supply and demand for the particular locations, which are influenced by a particular display's exposure known as "impressions" delivered in relation to the demographics of the particular market and its location within that market. Currently, these impressions are not measured by independent third parties. The Company cannot predict the impact, if any, on the Outdoor business should impressions become measured independently. The major categories of out-of-home advertisers include: entertainment, media, automotive, beverage, financial, real estate, retail, healthcare, telecommunications, restaurants, health and beauty aids, hotels and professional services. Out-of-home media industry advertising expenditures by retailers and the entertainment industry fluctuate, which has an effect on Outdoor's revenues.

Outdoor generally operates in the billboard, transit, street furniture and retail store advertising markets. Outdoor primarily operates two types of billboard advertising displays, commonly referred to as "bulletins" and "posters."

Billboard space is generally sold for periods ranging from 4 weeks to 12 months. Billboards are generally mounted on structures owned by Outdoor located on leased real property. Lease agreements are negotiated with both public and private landowners for varying terms ranging from month-to-month to year-to-year, can be for terms of 10 years or longer and may provide for renewal options. There is no significant concentration of billboards under any one lease or subject to negotiation with any one landlord.

Transit advertising includes advertising on or in transit systems, including the interiors and exteriors of buses, trains and trams and at rail stations. Transit advertising contracts are negotiated with public transit authorities and private transit operators and generally provide for payment to the transit authority of a percentage of the revenues, a fixed payment, or the greater of a percentage of the revenues or a fixed payment. Where revenues are lower than anticipated, the minimum amount required to be paid to a transit authority may exceed, or be a high percentage of, the advertising revenues received by Outdoor under that advertising contract.

Street furniture displays, the most common of which are bus shelters, reach both vehicular and pedestrian audiences. Bus shelters are usually constructed, installed and maintained by Outdoor. Most of Outdoor's bus shelter contracts include revenue-sharing arrangements with a municipality or transit authority and often include minimum required payments. Street furniture contracts usually involve a competitive bidding process and contracts typically are for a term of between 10 to 20 years. Contracts are awarded on the basis of projected revenues to the municipality, including minimum payments, and Outdoor's willingness to construct public facilities, such as bus shelters, public toilets and information kiosks. In both its transit and street furniture negotiations, Outdoor seeks to reduce minimum payment obligations on new agreements and on renewal of existing agreements. There is no assurance that Outdoor will be successful in reducing its minimum payments, entering into new agreements or renewing certain existing agreements and any such agreements may provide a lesser return to the Company.

New technologies for outdoor advertising displays, such as changeable message displays and digital billboards using light-emitting diode and liquid crystal display technology, continue to evolve. The Company keeps apprised of and has adopted such new technologies as they evolve and mature. For example, Outdoor is utilizing digital technology containing moving images in the London Underground and New York City subways. In July 2006, Outdoor reached an 8.5 year agreement to sell advertising on the London Underground. The construction and installation work by the Company for the London Underground is continuing. In October 2007, the Company acquired SignStorey, Inc. (renamed *CBS Outernet*), a leading distributor of video programming and advertising content to retail stores, which enables customized messaging by region and retail environment. Generally, *CBS Outernet* enters into revenue-sharing arrangements with retailers based on advertising sales.

Outdoor's business strategy involves expanding its presence in major selected markets, to grow its revenues and cash flow by being a leading provider of out-of-home advertising services in the markets it serves, controlling costs, developing and entering into new markets and using advanced technologies to build greater awareness and promote tactical advertising. In addition, the Company purchases outdoor advertising assets within its existing markets or in contiguous markets. The Company believes that there will be continuing opportunities for implementing its acquisition and development strategies given the outdoor advertising industry's fragmentation. This is particularly true in the international markets where there are opportunities for Outdoor to increase profitability both from acquiring additional assets in or near its existing operations and from future acquisitions in new markets.

Outdoor Competition. The outdoor advertising industry is fragmented, consisting of several large companies involved in outdoor advertising such as Clear Channel Outdoor Holdings Inc., JC Decaux S.A., Cemusa Inc. and Lamar Advertising Company as well as hundreds of smaller regional and local companies operating a limited number of display faces in a single or a few local markets. The Company also competes with other media, including broadcast and cable television, radio, print media, the Internet and direct mail marketers, within their respective markets. In addition, it competes with a wide variety of out-of-home media, including advertising in shopping centers, airports, movie theaters, supermarkets and taxis. Advertisers compare relative costs of available media and cost-per-thousand impressions, particularly when delivering a message to customers with distinct demographic characteristics. In competing with other media, the outdoor advertising industry relies on its relative cost efficiency and its ability to reach a broad segment in a specific market or to target a particular geographic area or population with a particular demographic within that market. The Company keeps apprised of the evolution of new technologies in the industry. As new technologies such as digital billboards prove desirable to Outdoor's customers and deliver appropriate returns on investment, the Company's costs could increase.

The Company believes that its strong emphasis in sales and customer service and its position as a leading provider of advertising services in each of its primary markets as well as its international inventory enables it to compete effectively with the other outdoor advertising companies, as well as other media, within those markets.

Interactive (3%, 1% and 1% of the Company's consolidated revenues in 2008, 2007 and 2006, respectively)

CBS Interactive operates one of the leading online content networks for information and entertainment. In June 2008, the Company completed its acquisition of CNET Networks, Inc., which complements and expands the Company's interactive footprint. CBS Interactive is ranked among the top 10 Internet properties in the world according to comScore Media Metrix, December 2008. CBS Interactive's leading brands, including *CNET*, *CBS.com*, *CBSSports.com*, *GameSpot*, *TV.com*, *Last.fm* and *BNET*, among others, serve targeted audiences with text, video, audio, and mobile content spanning technology, entertainment, sports, news, business, gaming and music categories. In addition to its U.S.-based business, CBS Interactive operates in Asia and Europe. CBS Interactive's worldwide brands reached approximately 226 million unique monthly visitors during December 2008.

CBS Interactive generates revenue principally from the sale of advertising and sponsorships, in addition to fees derived from search and commerce partners, licensing fees, subscriptions, e-commerce activities, and other paid services. Advertising spending on the Internet, as in traditional media, fluctuates significantly with economic conditions. In addition, online marketing spending follows seasonal consumer behavior throughout the calendar year to reflect trends during the calendar year.

CNET.com is one of the leading Web sites for technology and consumer electronics information. During the third quarter of 2008, the Company relaunched *CNET.com*, making it easier for people to find information and learn about today's digital world. *GameSpot* is the number one gaming information Web site according to comScore Media Metrix, December 2008. *GameSpot's* content includes video games reviews and previews, news, Webcasts, videos, online tournaments and game downloads. *CBSSports.com* provides Internet sports content, fantasy sports, community and e-commerce features. *CBSSports.com* owns and operates *CBSCollegeSports.com* and *MaxPreps.com* and hosts the NCAA March Madness on Demand video player that provides live streaming video of the NCAA Division I Men's Basketball Championship. *TV.com*, which was relaunched in December 2008, is a leading destination for entertainment and community around television where visitors can watch videos and discuss and obtain information about television shows across all networks. *BNET* is a top ten business media site, offering award-winning original content, as well as one of the largest business libraries available on the Internet. *Last.fm* is a community-based, music discovery site, which reached approximately 20 million unique monthly visitors worldwide during December 2008 according to comScore Media Metrix, December 2008. *Last.fm* relaunched in July 2008 making it easier for users to share and play music as well as providing advertisers with targeted ways to reach users. Through *CBS.com*, *CBS Audience Network*™ delivers the Company's content, including from the Web sites of the Company's television, radio and affiliated stations, through new and existing advertiser-supported deals. The growing slate of CBS entertainment, news and sports content available includes full episodes, clips and highlights based on CBS and Showtime Networks programming as well as original made-for-the-Web content.

Interactive Competition. CBS Interactive competes with a variety of online properties for users, advertisers, and partners, including the following: general purpose portals such as AOL, MSN and Yahoo!, especially as these properties expand their content offerings; search engines such as Google, Yahoo! and MSN; online comparison shopping and retail properties, including Shopping.com, Amazon.com and eBay; vertical content sites in the categories that CBS Interactive's brands serve, such as technology, gaming, music, news, business, food, and lifestyle focused Web sites; and emerging platforms such as blogs, podcasts and video properties. CBS Interactive also competes for users and advertisers with diversified media companies that provide both online and offline content, including magazines, cable television, network television, radio and newspapers.

Publishing (6% of the Company's consolidated revenues in each of 2008, 2007 and 2006)

The Publishing segment consists of Simon & Schuster, which publishes and distributes consumer books in the U.S. and internationally.

Simon & Schuster publishes and distributes adult and children's consumer books in printed, audio and digital formats in the U.S. and internationally. Digital formats include audio downloads for the Apple iPod and MP3 players as well as e-books for increasingly popular devices such as Amazon's Kindle and the Sony Reader Digital Book. Simon & Schuster's major adult imprints include *Simon & Schuster*, *Pocket Books, Scribner*, *Atria Books®,Simon Spotlight® Entertainment*, and *Free Press*. Simon & Schuster's major children's imprints include *Simon Spotlight®*, *Aladdin Paperbacks®* and *Simon & Schuster Books For Young Readers™*. Simon & Schuster also develops special imprints and publishes titles based on CBS Television Network's and Showtime Networks' products as well as that of third parties and distributes products for other publishers. Simon & Schuster distributes its products directly and through third parties. Simon & Schuster also delivers content and promotes its products on general Internet sites as well as those linked to individual titles; its created assets include online videos showcasing Simon & Schuster authors and new releases on YouTube, Bookvideos.tv, SimonandSchuster.com and other sites. International publishing includes the international distribution of English-language titles through Simon & Schuster UK, Simon & Schuster Canada and Simon & Schuster Australia and other distributors, as well as the publication of local titles by Simon & Schuster UK.

In 2008, Simon & Schuster published 166 titles that were New York Times bestsellers, including 21 New York Times #1 bestsellers. Best-selling titles in 2008 include *YOU: Being Beautiful* by Michael F. Roizen, M.D., and Mehmet C. Oz, M.D., *The Purpose of Christmas* by Rick Warren and *Duma Key* by Stephen King. Bestselling children's titles from Simon & Schuster include *Paula Deen's My First Cookbook* by Paula Deen with Martha Nesbit, *Tweak* by Nic Sheff and *Alphabet* by Matthew Van Fleet. *Simon & Schuster Digital™*, through *SimonandSchuster.com*, publishes original content, builds reader communities and promotes and sells Simon & Schuster's books over the Internet.

The consumer publishing marketplace is subject to increased periods of demand in the summer months and during the end-of-year holiday season. Major new title releases represent a significant portion of Simon & Schuster's sales throughout the year. Simon & Schuster's top 10 accounts drive a significant portion of its annual revenue. Consumer books are generally sold on a fully returnable basis, resulting in the return of unsold books. In the domestic and international markets, the Company is subject to global trends and local economic conditions.

Publishing Competition. The consumer publishing business is highly competitive and has been affected over the years by consolidation trends. Significant mergers have occurred among the leading consumer publishers. Mass merchandisers and on-line retailers are significant factors in the industry contributing to the general trend toward consolidation in the retail channel. There have also been a number of mergers completed in the distribution channel. The Company must compete with other larger publishers such as Random House, Penguin Group and Harper Collins for the rights to works by authors. Competition is particularly strong for well-known authors and public personalities. In addition, technological changes have made it increasingly possible for authors to self-publish and have led to the development of new digital distribution models in which the Company's books must compete with the availability of both a larger volume of books as well as non-book content.

REGULATION

The Company's businesses are either subject to or affected by regulations of federal, state and local governmental authorities. The rules, regulations, policies and procedures affecting these businesses are subject to change. The descriptions which follow are summaries and should be read in conjunction with the texts of the statutes, rules and regulations described herein. The descriptions do not purport to describe all present and proposed statutes, rules and regulations affecting the Company's businesses.

Intellectual Property and Privacy

Laws affecting intellectual property are of significant importance to the Company. (See "Intellectual Property" on page I-21).

Copyright Law and Content. In the U.S., the copyright term for authored works is the life of the author plus 70 years. For works made-for-hire, the copyright term is the shorter of 95 years from the first publication or 120 years from creation.

Unauthorized Distribution and Piracy. Unauthorized distribution of copyrighted material over the Internet without regard to content owners' copyright rights in television programming and clips, such as through file "sharing" and peer-to-peer services, is a threat to copyright owners' ability to protect and exploit their property. The Company is engaged in enforcement and other activities to protect its intellectual property and has participated in various litigations, educational and public relations programs and legislative activity. In addition to these efforts, the Company continues to enter into and explore possibilities for commercial arrangements with various online providers to further protect and exploit its content.

Privacy. The laws and regulations governing the collection, use and transfer of consumer information are complex and rapidly evolving, particularly as they relate to the Company's interactive businesses. The Company monitors and considers these laws and regulations in the design and operation of its legal and regulatory compliance programs.

Broadcasting

General. Television and radio broadcasting are subject to the jurisdiction of the FCC pursuant to the Communications Act. The Communications Act empowers the FCC, among other actions, to issue, renew, revoke and modify broadcasting licenses; determine stations' frequencies, locations and operating power; regulate some of the equipment used by stations; adopt other regulations to carry out the provisions of the Communications Act and other laws, including requirements affecting the content of broadcasts; and to impose penalties for violation of its regulations, including monetary forfeitures, short-term renewal of licenses and, in egregious cases, license revocation or denial of license renewals.

Under the Communications Act, the FCC also regulates certain aspects of the operation of cable and DTH satellite systems and certain other electronic media that compete with broadcast stations.

Indecency and Profanity Regulation. The FCC's rules prohibit the broadcast of obscene material at any time and indecent or profane material between the hours of 6 a.m. and 10 p.m. Broadcasters risk violating the prohibition against broadcasting indecent or profane material because the vagueness of the FCC's indecency/profanity definition makes it difficult to apply, particularly with respect to spontaneous, live programming. The FCC in the last several years has stepped up its enforcement efforts as they apply to indecency and profanity, and has threatened to initiate license revocation proceedings against broadcast licensees for "serious" indecency or profanity violations. Pursuant to legislation enacted by Congress, in July 2007, the FCC increased the forfeiture penalties for broadcasting indecent or profane programming to a maximum of $325,000 per indecent or profane utterance with a maximum forfeiture exposure of $3.0 million for any continuing violation arising from a single act or failure to act. The Company is and has been involved in litigation and, from time to time, has received and may receive in the future letters of inquiry from the FCC prompted by complaints alleging that certain programming on its broadcast stations included indecent or profane material. The Company entered into a Consent Decree with the FCC in November 2004 pursuant to which the Company made a $3.5 million voluntary contribution to the U.S.

Treasury and agreed to provide training with respect to FCC indecency regulation to programming-related personnel at its broadcast television and radio operations and to implement other measures to reduce the risk of broadcasting indecent or profane material. The Company also entered into a Consent Decree with the FCC in 2007, pursuant to which the Company made a $300,000 voluntary contribution to the U.S. Treasury and the FCC and the Company settled certain disputes pertaining to the 2004 Consent Decree. (See Item 7. "Management's Discussion and Analysis of Results of Operations and Financial Condition—Legal Matters—Indecency Regulation" on page II-32).

License Renewals. Radio and television broadcast licenses are granted for a term of eight years. The Communications Act requires the FCC to renew a broadcast license if the FCC finds that the station has served the public interest, convenience and necessity and, with respect to the station, there have been no serious violations by the licensee of either the Communications Act or the FCC's rules and regulations and there have been no other violations by the licensee of the Communications Act or the FCC's rules and regulations that, taken together, constitute a pattern of abuse. The Company has a number of pending renewal applications, 8 of which have been opposed by third parties (there are 2 opposed renewal applications for Radio and 6 opposed renewal applications for Television).

License Assignments. The Communications Act requires prior FCC approval for the assignment of a license or transfer of control of an FCC licensee. Third parties may oppose the Company's applications to transfer or acquire additional broadcast licenses.

Ownership Regulation. The Communications Act and FCC rules and regulations limit the ability of individuals and entities to have an official position or ownership interest, known as an "attributable" interest, above specific levels in broadcast stations as well as in other specified mass media entities. In seeking FCC approval for the acquisition of a broadcast radio or television station license, the acquiring person or entity must demonstrate that the acquisition complies with the FCC's ownership rules or that a waiver of the rules is in the public interest. In December 2007, the FCC concluded a proceeding which examined whether to modify its various ownership rules, but with the exception of the newspaper-broadcast cross-ownership rule, the FCC declined to do so. The FCC's action has been appealed to the United States Court of Appeals for the Third Circuit by the Company and other interested parties.

The FCC's ownership rules are briefly summarized below.

Local Radio Ownership. The FCC's local radio ownership rule applies in all markets where the Company owns radio stations. Under that rule, one party may own up to eight radio stations in the largest markets, no more than five of which may be either AM or FM. With a few exceptions, the rule permits the common ownership of 8 radio stations in the top 50 markets, where CBS Radio has significant holdings. The Company's FM radio portfolio exceeds the FCC's numerical limit in two markets, Baltimore and West Palm Beach, which are grandfathered. While the rules do not require the divestiture of any existing radio ownership combinations, the Company is not permitted to transfer its radio portfolios in those two markets intact, except to qualified small businesses. Upon the closing of the pending swap involving five of its radio stations in mid-size markets for two radio stations in Houston, the Company's radio holdings in the Baltimore market will comply with the FCC's limit.

Local Television Ownership. Under the FCC's local television ownership rule, one party may own up to two television stations in the same DMA, so long as at least one of the two stations is not among the top four-ranked stations in the market based on audience share as of the date an application for approval of an acquisition is filed with the FCC, and at least eight independently owned and operating full-power television stations remain in the market following the acquisition. Further, without regard to the number of remaining independently owned television stations, the rule permits the ownership of more than one television station within the same DMA so long as certain signal contours of the stations involved do not overlap. Satellite television stations that simply rebroadcast the programming of a "parent" television station are exempt from the local television ownership rule if located in the same DMA as the "parent" station.

Television National Audience Reach Limitation. Under the national television ownership rule, one party may not own television stations which reach more than 39% of all U.S. television households. For purposes of calculating the total number of television households reached by a station, the FCC attributes a UHF television station with only 50% of the television households in its market. The Company currently owns and operates television stations that have an aggregate television national audience reach for purposes of the national ownership limitation of approximately 35%, after applying the UHF discount, and approximately 38% without the UHF discount.

Radio-Television Cross-Ownership Rule. The radio-television cross-ownership rule limits the common ownership of radio and television stations in the same market. The numeric limit varies according to the number of independent media voices in the market. The Company owns a combination of radio and television stations in the Los Angeles market in excess of the limit. The Company has an application pending before the FCC which, if granted, would bring the Company into compliance with the rule.

Newspaper-Broadcast Cross-Ownership. In December 2007, the FCC modified the newspaper-broadcast cross-ownership rule permitting cross-ownership of daily newspapers and broadcast stations in the top 20 markets under certain circumstances and establishing a waiver procedure for such combinations in smaller markets.

Dual Network Rule. The dual network rule prohibits any of the four major networks, ABC, CBS, FOX and NBC, from combining.

Attribution of Ownership. Under the FCC's attribution rules, a direct or indirect purchaser of various types of securities of an entity which holds FCC licenses, such as the Company, could violate the foregoing FCC ownership regulations or policies if that purchaser owned or acquired an "attributable" interest in other media properties. Under the FCC's rules, an "attributable" interest for purposes of the FCC's broadcast ownership rules generally includes: equity and debt interests which combined exceed 33% of a licensee's total assets, if the interest holder supplies more than 15% of the licensee's total weekly programming, or has an attributable same-market media interest, whether television, radio, cable or newspaper; a 5% or greater direct or indirect voting stock interest, including certain interests held in trust, unless the holder is a qualified passive investor in which case the threshold is a 20% or greater voting stock interest; any equity interest in a limited liability company or a partnership, including a limited partnership, unless properly "insulated" from management activities; and any position as an officer or director of a licensee or of its direct or indirect parent. The FCC is currently reviewing its single majority voting shareholder attribution exemption which renders as non-attributable voting interests up to 49% in a licensee controlled by a single majority voting shareholder. Because the Company and Viacom Inc. have the same single majority voting shareholder, the business of each company is attributable to the other for certain FCC purposes, which may have the effect of limiting the activities or strategic business alternatives available to the Company. (See Item 1A. Risk Factors—"The Businesses of the Company and Viacom Inc. Will Be Attributable to the Other Company for Certain Regulatory Purposes").

Alien Ownership. In general, the Communications Act prohibits foreign individuals or entities from owning more than 20% of the voting power or equity of the Company.

Analog to Digital Transition. As of June 12, 2009, all full-power broadcast television stations will be required to cease broadcasting analog programming and convert to all digital broadcasts. While broadcast television stations are permitted to cease analog transmissions prior to June 12, 2009, the Company intends to continue both analog and digital broadcasts until that date. All of the Company's full power television stations have commenced digital broadcasting, with the exception of WPCW, the Company's The CW-affiliated station in Pittsburgh. Digital broadcasting permits stations to offer digital channels for a wide variety of services such as high definition video programming, multiple channels of standard definition video programming, audio, data, and other types of communications, subject to the requirement that each broadcaster provide at least one free over-the-air video program signal at least comparable in resolution to the station's analog programming transmissions.

The Company has incurred considerable costs in the conversion to digital television and is unable to predict the effect of the cessation of analog broadcasting and the extent or timing of consumer demand for digital television services and the resulting impact on the Company's viewership.

Cable and Satellite Carriage of Television Broadcast Stations. The 1992 Cable Act and implementing FCC regulations govern the retransmission of commercial television stations by cable television operators. Every three years, each station must elect, with respect to cable systems within its DMA, either "must carry" status, pursuant to which the cable system's carriage of the station is mandatory, or "retransmission consent," pursuant to which the station gives up its right to mandatory carriage in order to negotiate consideration in return for consenting to carriage. The Company has elected the retransmission consent option in substantially all cases for the period beginning January 1, 2009, and, since 2006, has implemented a systematic process of seeking monetary consideration for its retransmission consent.

Similarly, federal legislation and FCC rules govern the retransmission of broadcast television stations by DTH satellite operators. DTH satellite operators are required to carry the signals of all local television broadcast stations requesting carriage in local markets in which the DTH satellite operator carries at least one signal pursuant to the statutory local-to-local compulsory copyright license. Every three years, each television station in such markets must elect "must carry" or "retransmission consent" status, in a manner similar to that described above with respect to cable systems. Substantially all of the Company's owned and operated television stations are being transmitted into their local markets by the two major DTH satellite operators pursuant to retransmission consent agreements.

After the broadcast television transition from analog to digital in June 2009, cable television systems are required for a three-year period to carry must-carry signals in an analog format or in the case of all-digital cable systems to provide equipment to convert must-carry digital signals for viewing on analog television sets. Cable television systems, with some exceptions, are also required to carry such stations' high definition signals. DTH satellite operators are also required, over a four-year phase-in period, to carry the high definition signals of must-carry stations. Neither cable systems nor DTH satellite operators are required to carry more than a station's primary video programming channel. The Company has agreements with a number of multiple system operators that require carriage of the analog, digital and high-definition signals of the Company-owned television stations before and after the transition (including multiple streams of digital programming).

Children's Television Programming. Federal legislation and FCC rules limit the amount and content of commercial matter that may be shown on television stations during programming designed for children 12 years of age and younger, and require stations to broadcast on their main program stream three hours per week of educational and informational programming ("E/I programming") designed for children 16 years of age and younger. FCC rules also impose E/I programming requirements on each additional digital multicast program stream transmitted by television stations, with the requirement increasing in proportion to the additional hours of free programming offered on multicast channels. These rules also limit the display during children's programming of Internet addresses of Web sites that contain or link to commercial material or that use program characters to sell products.

Program Access. Under the Communications Act, vertically integrated cable programmers (more fully described below) are generally prohibited from offering different prices, terms or conditions to competing multichannel video programming distributors unless the differential is justified by certain permissible factors set forth in the FCC's regulations. The FCC's "program access" rules also limit the ability of a vertically integrated cable programmer to enter into exclusive distribution arrangements with cable operators. A cable programmer is considered to be vertically integrated under the FCC's program access attribution rules if it owns or is owned by a cable operator in whole or in part. Cable operators for this purpose may include telephone companies that provide video programming directly to subscribers.

The Company's wholly owned program services are not currently subject to the program access rules. The Company's flexibility to negotiate the most favorable terms available for carriage of these services and its ability to offer cable operators exclusive programming could be adversely affected if it were to become subject to the program access rules. Certain actions of the Company with respect to program access rules are addressed under the terms of a separation agreement, which is filed as an exhibit to this report (the "Separation Agreement"), between the Company and Viacom Inc. (See Item 1A. Risk Factors—"The Separation Agreement Prohibits the Company from Engaging in Certain Types of Businesses").

Digital Radio. For a number of years, the FCC has been developing rules that would permit existing AM and FM radio broadcast stations to broadcast digitally in order both to improve sound quality and to provide spectrum for enhanced data services to complement the existing programming service and provide new business opportunities for radio broadcasters, including multicasting opportunities. The FCC has authorized AM and FM radio stations to broadcast digital signals using excess spectrum within the same allotted bandwidth used for analog transmissions. As of February 1, 2009, 107 of the Company's radio stations had commenced digital broadcasts.

Outdoor

The outdoor advertising industry is subject to extensive governmental regulation at the federal, state and local levels in the U.S. and to national, regional and local restrictions in foreign countries. These regulations can affect the operation of advertising displays and include restrictions on the construction, repair, upgrading, height, size and location of outdoor advertising structures and, in some instances, the content of advertising copy that can be displayed on these structures. In addition, outdoor advertising is the subject of targeted state and municipal taxes and fees. These laws may affect competitive conditions in various markets in various ways. Such laws may reduce the Company's expansion opportunities, or may increase or reduce competitive pressure from others. No assurance can be given that existing or future laws or regulations and the enforcement thereof will not materially and adversely affect the Outdoor business.

Under U.S. law, principally the Highway Beautification Act of 1965 (the "HBA"), outdoor advertising is controlled on primary and interstate highways built with federal financial assistance. As a condition to federal highway assistance, the HBA requires states to restrict billboards on such highways to commercial and industrial areas, and imposes certain additional size, spacing and other requirements associated with the installation and operation of billboards. Outdoor is not aware of any states which have passed laws and adopted regulations which are less restrictive than the federal requirements, including the obligation on the part of the billboard owner to remove, at the owner's expense and without compensation, any non-grandfathered signs on such highways that do not comply with such requirements. Outdoor does not believe that the number of its billboards that may be subject to removal under these regulations is material. No state in which Outdoor operates has banned billboards, but some have adopted standards more restrictive than the federal requirements. Municipal and county governments generally also have sign controls as part of their zoning laws and building codes. Some state and local governments prohibit construction of new billboards and some allow new construction only to replace existing structures, although most allow construction of billboards subject to restrictions on zoning, size, spacing, height and type of construction. In some cases, the construction of new billboards or the relocation or modification of existing billboards is prohibited. A number of cities including New York City, Los Angeles, Philadelphia and Miami have implemented or initiated legislative billboard controls, including imposing taxes, fees and/or registration requirements in an effort to decrease or restrict the number of outdoor signs and/or to raise revenue. The Company contests such laws and regulations that it believes unlawfully restrict its constitutional or other legal rights and may adversely impact the growth of its outdoor advertising business.

U.S. law neither requires nor prohibits removal of existing lawful billboards, but it does require payment of compensation if a state or political subdivision compels the removal of a lawful billboard along a primary or interstate highway that was built with federal financial assistance. State governments have purchased and removed legal billboards for beautification objectives in the past using federal funding for transportation enhancement programs, and may do so in the future. State government authorities from time to time use the power of eminent domain to remove billboards. Thus far, Outdoor has been able to obtain satisfactory compensation for its billboards purchased or removed as a result of this type of governmental action, although there is no assurance that this will continue to be the case in the future. Local governments do not generally purchase billboards for beautification, but some have attempted to force removal of legal but nonconforming billboards (billboards which conformed with applicable zoning regulations when built but which do not conform to current zoning regulations) after a period of years under a concept called amortization. Under this concept the governmental body asserts that just compensation is earned by continued operation of the billboard over time. Although there is some question as to the legality of amortization under federal and many state laws, amortization has been upheld in some instances. Outdoor generally has been successful in negotiating settlements with municipalities for billboards required to be removed. Restrictive regulations also limit Outdoor's ability to rebuild or replace nonconforming billboards.

As the owner or operator of various real properties and facilities in outdoor advertising operations, the Company must comply with various U.S. federal, state and local and foreign environmental, health, safety and land use laws and regulations. The Company and its properties are subject to such laws and regulations relating to the use, storage, disposal, emission and release of hazardous and non-hazardous substances and employee health and safety, as well as zoning and other land use restrictions which may affect, among other things, the hours of operation and illumination as well as methods and conditions of maintenance of facilities and advertising installation. Historically, the Company has not incurred significant expenditures to comply with these laws. However, future laws or a finding of a violation of or liability under existing laws could require the Company to make significant expenditures and otherwise limit or restrict its ability to use or operate some of its displays.

Out-of-court settlements between the major U.S. tobacco companies, the U.S. government, and all 50 states include a ban on the outdoor advertising of tobacco products. State and local governments continue to initiate proposals designed to limit outdoor advertising of alcohol. Other products and services may be targeted in the future. Legislation regulating alcohol-related advertising due to content-related restrictions could cause a reduction in Outdoor's direct revenue from such advertisements and a simultaneous increase in the available space on the existing inventory of billboards in the outdoor advertising industry.

INTELLECTUAL PROPERTY

The Company creates, owns, distributes and exploits under licenses intellectual property worldwide. It is the Company's practice to protect its products, including its television and radio products, characters, publications and other original and acquired works and audiovisual works made for online and wireless exploitation. The following logos, trade names, trademarks and related trademark families are among those strongly identified with the product lines they represent and are significant assets of the Company: *CBS®*, *CBS Entertainment™*, *CBS News®*, *CBS Sports®*, *CBSSports.com™*, *CNET®*, *CBS Radio®*, *Showtime®*, *The Movie Channel®*, *Flix®*, *CBS Outdoor®*, *CBS Outernet™*, *CBS Audience Network™*, *BNET™*, *CHOW™*, *TV.com™*, *Last.fm®*, *Spelling Television®*, *CSI:®*, *Entertainment Tonight®*, *Star Trek®*, *Simon & Schuster®*, *CBS College Sports Network™*, *CBS Interactive™* and all the call letters for the Company's television and radio stations. As a result, domestic and foreign laws protecting intellectual property rights are important to the Company and the Company actively enforces its intellectual property rights against infringements.

EMPLOYEES

At December 31, 2008, the Company employed approximately 25,920 people including full-time and part-time salaried employees.

FINANCIAL INFORMATION ABOUT SEGMENTS AND FOREIGN AND DOMESTIC OPERATIONS

Financial and other information by segment and relating to foreign and domestic operations for each of the last three years ending December 31 is set forth in Note 16 to the Consolidated Financial Statements.

AVAILABLE INFORMATION

CBS Corp. makes available free of charge on or through the Investor Relations section of its Web site, www.cbscorporation.com, its Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934. Such material is made available through the Company's Web site as soon as reasonably practicable after such material is electronically filed with or furnished to the Securities and Exchange Commission. On June 17, 2008, the Company submitted to the New York Stock Exchange the Annual CEO Certification required by Section 303A 12 of the New York Stock Exchange Listing Manual. The Company filed with the Securities and Exchange Commission the certifications required under Section 302 of the Sarbanes-Oxley Act of 2002 as Exhibits 31(a) and 31(b) to this Annual Report on Form 10-K for the year ended December 31, 2008.

Item 1A. *Risk Factors.*

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This document, including "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition," and the documents incorporated by reference into this Annual Report on Form 10-K, contain both historical and forward-looking statements. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of section 27A of the Securities Act of 1933 and section 21E of the Securities Exchange Act of 1934. These forward-looking statements are not based on historical facts, but rather reflect the Company's current expectations concerning future results and events. These forward-looking statements generally can be identified by the use of statements that include phrases such as "believe," "expect," "anticipate," "intend," "plan," "foresee," "likely," "will" or other similar words or phrases. Similarly, statements that describe the Company's objectives, plans or goals are or may be forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors that are difficult to predict and which may cause the actual results, performance or achievements of the Company to be different from any future results, performance and achievements expressed or implied by these statements. More information about these risks, uncertainties and other factors is set forth below. There may be additional risks, uncertainties and factors that the Company does not currently view as material or that are not necessarily known. The forward-looking statements included in this document are only made as of the date of this document and the Company does not have any obligation to publicly update any forward-looking statements to reflect subsequent events or circumstances.

RISK FACTORS

For an enterprise as large and complex as the Company, a wide range of factors could affect our business and financial results. The factors described below are considered to be the most significant. There may be other currently unknown or unpredictable economic, business, competitive, regulatory or other factors that could have material adverse effects on the Company's future results. Past financial performance may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. The following discussion of risk factors should be read in conjunction with "Item 7. Management's Discussion and Analysis of Results of Operations and Financial Condition" and the consolidated financial statements and related notes in "Item 8. Financial Statements and Supplementary Data" of this Form 10-K.

Current Economic Conditions May Adversely Affect the Company's Businesses and Customers

The U.S. and other countries where the Company operates are currently undergoing significant slowdowns and volatilities in their economies. This downturn could lead to lower consumer and business spending for the Company's products and services, particularly if customers, including advertisers, subscribers, licensees and other consumers of the Company's content offerings and services, reduce demands for the Company's products and services. In addition, given the current unfavorable economic environment, the Company's customers may have difficulties obtaining capital at adequate or historical levels to finance their ongoing business and operations and may face insolvency, all of which could impair their ability to make timely payments and continue operations. The Company is unable to predict the duration and severity of the weakened economic conditions and such conditions and resultant effects have adversely impacted and could continue to adversely impact the Company's businesses, operating results, and financial condition.

A Decline in Advertising Expenditures Could Cause the Company's Revenues and Operating Results to Decline Significantly in Any Given Period or in Specific Markets

The Company derives substantial revenues from the sale of advertising on its broadcast and basic cable networks, television stations, radio stations, outdoor media and syndicated programming. A decline in the economic prospects of advertisers, the economy in general or the economy of any individual geographic market, particularly a major market such as Los Angeles, New York or Chicago, in which the Company owns and operates sizeable businesses, could alter current or prospective advertisers' spending priorities. Disasters, acts of terrorism, political uncertainty or hostilities could lead to a reduction in advertising expenditures as a result of uninterrupted news coverage and economic uncertainty. Advertising expenditures may also be affected by increasing competition for the leisure time of audiences. In addition, advertising expenditures by companies in certain sectors of the economy, including the automotive, financial and pharmaceutical segments, represent a significant portion of the Company's advertising revenues. Any political, economic, social or technological change resulting in a reduction in these sectors' advertising expenditures may adversely affect the Company's revenue. Advertisers' willingness to purchase advertising from the Company may also be affected by a decline in audience ratings for the Company's programming, the inability of the Company to retain the rights to popular programming, increasing audience fragmentation caused by the proliferation of new media formats, including cable networks, the Internet and video-on-demand and the deployment of portable digital devices and new technologies which allow consumers to time shift programming, make and store digital copies and skip or fast-forward through advertisements. The Company's revenues from outdoor advertising also depend on the Company's continued ability to obtain the right to use effective outdoor advertising space. Any reduction in advertising expenditures could have an adverse effect on the Company's revenues and results of operations.

The Company's Success Is Dependent upon Audience Acceptance of Its Content, Particularly Its Television and Radio Programs, Which Is Difficult to Predict

Television and radio content production and distribution are inherently risky businesses because the revenues derived from the production and distribution of a television or radio program, and the licensing of rights to the intellectual property associated with the program, depend primarily upon their acceptance by the public, which is difficult to predict. The commercial success of a television or radio program also depends upon the quality and acceptance of other competing programs released into the marketplace at or near the same time, the availability of alternative forms of entertainment and leisure time activities, general economic conditions and other tangible and intangible factors, all of which are difficult to predict. Rating points are also factors that are weighed when determining the advertising rates that the Company receives. The use of new ratings technologies and measurements could have an impact on the Company's program ratings. Poor ratings can lead to a reduction in pricing and advertising spending. For example, there can be no assurance that any replacement programming on the Company's radio or television stations will generate the same level of revenues or profitability of previous programming. In addition, the success of the Company's cable networks and Simon & Schuster is similarly dependent on audience acceptance of its programming and publications, respectively. Consequently, low public acceptance of the Company's content, particularly its television and radio programs, will have an adverse effect on the Company's results of operations.

Failure by the Company to Obtain, Create and Retain the Rights in Popular Programming Could Adversely Affect the Company's Revenues

Operating results from the Company's programming businesses fluctuate primarily with the acceptance of such programming by the public, which is difficult to predict. The Company's revenue from its television and radio business is therefore partially dependent on the Company's continued ability to anticipate and adapt to changes in consumer tastes and behavior on a timely basis. Moreover, the Company derives a portion of its revenues from the exploitation of its extensive library of television programming. Generally, a television series must have a network run of at least three or four years to be successfully sold in domestic syndication. If the content of its television programming library ceases to be widely accepted by audiences or is not continuously replenished with popular content, the Company's revenues could be adversely affected. The Company obtains a significant portion of its popular programming from third parties. For example, some of CBS Television Network's most widely viewed broadcasts, including certain NCAA championships, golf's Masters Tournament and PGA Championship, and NFL games, are made available based upon programming rights of varying duration that the Company has negotiated with third parties. In addition, Showtime Networks enters into commitments to acquire rights to certain programming for *Showtime*, *The Movie Channel* and *Flix* from motion picture producers and other suppliers for varying durations, and CBS Radio acquires the broadcast rights to syndicated shows and to various programs, such as sports events from third parties. Competition for popular programming that is licensed from third parties is intense, and the Company may be outbid by its competitors for the rights to new, popular programming or in connection with the renewal of popular programming currently licensed by the Company. The Company's failure to obtain or retain rights to popular content could adversely affect the Company's revenues.

Any Decrease in Popularity of the Programming for Which the Company Has Incurred Significant Commitments Could Have an Adverse Effect on Its Profitability

Programming and talent commitments of the Company, estimated to aggregate approximately $10.86 billion as of December 31, 2008, primarily included $6.89 billion for sports programming rights, $2.53 billion relating to television, radio and film production and licensing and $814.7 million for talent contracts, with $820.0 million of these amounts payable in and after 2014. A shortfall, now or in the future, in the expected popularity of the sports events for which the Company has acquired rights, or in the television and radio programming the Company expects to air, could lead to decreased profitability or losses for a significant period of time.

Volatility and Weakness in Capital Markets May Adversely Affect Credit Availability and Related Financing Costs for the Company

The capital and credit markets have been experiencing periods of volatility and disruption, which could adversely affect the availability and increase the costs of credit for the Company. If the disruption in the capital markets is prolonged, the Company's ability to refinance, and the related cost of refinancing, some or all of its debt could be adversely affected. Although the Company can currently access the commercial paper markets, there is no assurance that such markets will continue to be a reliable source of short-term financing for the Company. These factors, including the tightening of credit markets, or a decrease in the Company's debt ratings, could adversely affect the Company's ability to obtain cost-effective financing.

The Company's Operating Results Are Subject to Seasonal Variations

The Company's business has experienced and is expected to continue to experience seasonality due to, among other things, seasonal advertising patterns and seasonal influences on people's viewing, reading and listening habits. Typically, the Company's revenue from advertising increases in the fourth quarter and Simon & Schuster generates a substantial portion of its revenues in the fourth quarter. In addition, advertising revenues in even-numbered years benefit from advertising placed by candidates for political offices. The effects of such seasonality make it difficult to estimate future operating results based on the previous results of any specific quarter and may adversely affect operating results.

The Company's Businesses Operate in Highly Competitive Industries

The Company competes with other media companies for high quality content and attractive outdoor advertising space to achieve large audiences and to generate advertising revenue. The Company also competes for distribution on various cable, DTH satellite and other platforms. The Company's ability to attract audiences and advertisers and obtain favorable distribution depends in part on its ability to provide popular television, syndicated programming and radio programming and books, as well as well-placed outdoor advertising faces. In addition, the consolidation of advertising agencies, distributors and television service providers has made competition for audiences, advertising revenue, and distribution more intense. In addition, consolidation among book retailers and the growth of on-line sales have resulted in increased competition for limited physical shelf space for the Company's publications and for the attention of consumers on-line. Competition for audiences and advertising comes from: broadcast television stations and networks; cable television systems and networks; the Internet; terrestrial and satellite radio and portable digital audio players; outdoor advertisers; local, regional and national newspapers; direct mail; and other communications and advertising media that operate in these markets. Other television and radio stations or cable networks may change their formats or programming, a new station or new network may adopt a format to compete directly with the Company's stations or networks, or stations or networks might engage in aggressive promotional campaigns. This competition could result in lower ratings and advertising and subscription revenues or increased promotional and other expenses and, consequently, lower earnings and cash flow for the Company. The Company cannot be assured that it will be able to compete successfully in the future against existing or potential competitors, or that competition will not have a material adverse effect on its business, financial condition or results of operations.

The Company Must Respond to Rapid Changes in Technology, Content Creation, Services and Standards in Order to Remain Competitive

Video, telecommunications, radio and data services technologies used in the entertainment industry are changing rapidly. Advances in technologies or alternative methods of product delivery or storage, or certain changes in consumer behavior driven by these or other technologies and methods of delivery and storage, could have a negative effect on the Company's businesses. Examples of the foregoing include video-on-demand, satellite radio, new video and electronic book formats, user-generated content sites, the convergence of television broadcasts and online delivery of programming to televisions, Internet and mobile distribution of video content, streaming and downloading from the Internet and digital outdoor displays. For example, devices that allow users to view or listen to television or radio programs on a time-delayed basis and technologies that enable users to fast-forward or skip advertisements, such as DVRs and portable digital devices and systems that enable users to store programming, may cause changes in consumer behavior that could affect the attractiveness of the Company's offerings to advertisers and could therefore adversely affect its revenues. Also, the growing uses of new, user-generated content sites may adversely impact the Company's businesses. In addition, further increases in the use of portable digital devices which allow users to view or listen to content of their own choosing, in their own time, while avoiding traditional commercial advertisements, could adversely affect the Company's radio and television broadcasting advertising and subscription revenues. Cable providers and DTH satellite operators are developing new techniques that allow them to transmit more channels on their existing equipment to highly targeted audiences, reducing the cost of creating channels and potentially leading to the division of the television marketplace into more specialized niche audiences. More television options increase competition for viewers and competitors targeting programming to narrowly defined audiences may gain an advantage over the Company for television advertising and subscription revenues. The ability to anticipate and adapt to changes in technology on a timely basis and exploit new sources of revenue from these changes will affect the Company's ability to continue to grow and increase its revenue.

Increased Programming and Content Costs May Adversely Affect the Company's Profits

The Company produces and acquires programming and content and incurs costs for all types of creative talent, including actors, authors, writers and producers. An increase in the costs of such programming and content or in the costs for creative talent may lead to decreased profitability.

Piracy of the Company's Programming and Other Content, Including Digital and Internet Piracy, May Decrease Revenue Received from the Exploitation of the Company's Programming and Other Content and Adversely Affect Its Businesses and Profitability

Piracy of programming is prevalent in many parts of the world and is made easier by the availability of digital copies of content and technological advances allowing conversion of programming and other content into digital formats, which facilitates the creation, transmission and sharing of high quality unauthorized copies of the Company's content. The proliferation of unauthorized copies and piracy of these products has an adverse effect on the Company's businesses and profitability because these products reduce the revenue that the Company potentially could receive from the legitimate sale and distribution of its products and services. In addition, if piracy were to increase, it would have an adverse effect on the Company's businesses and profitability.

Changes in U.S. Communications Laws or Other Regulations May Have an Adverse Effect on the Company's Business

The television and radio broadcasting and distribution industries in the U.S. are highly regulated by U.S. federal laws and regulations issued and administered by various federal agencies, including the FCC. The television and radio broadcasting industry is subject to extensive regulation by the FCC under the Communications Act. For example, the Company is required to obtain licenses from the FCC to operate its radio and television stations. The Company cannot be assured that the FCC will approve its future renewal applications or that the renewals will be for full terms or will not include conditions or qualifications. The non-renewal, or renewal with substantial conditions or modifications, of one or more of the Company's licenses could have a material adverse effect on the Company's revenues. The Company must also comply with extensive FCC regulations and policies in the ownership and operation of its television and radio stations and its television networks. FCC regulations prohibit the ownership of more than one of the top four networks, ABC, CBS, FOX and NBC, and limit the number of television and radio stations that a licensee can own in a market and the number of television stations that can be owned nationwide, which could restrict the Company's ability to consummate future transactions and in certain circumstances could require it to divest some television or radio stations. As part of the nationwide transition from analog to digital broadcasting, which will occur in June 2009, the Company's full power television stations are transmitting a digital signal. The Company is unable to predict the extent to which consumers will acquire digital television receivers or digital conversion devices for analog television receivers and the effect of the cessation of analog broadcasting on viewership. In addition, the Company is unable to predict the extent or timing of consumer demand for digital television services and the resulting impact on the Company's viewership. The U.S. Congress and the FCC currently have under consideration, and may in the future adopt, new laws, regulations, and policies regarding a wide variety of matters that could, directly or indirectly, affect the operation and ownership of the Company's radio and television properties. For example, from time to time, proposals have been advanced in the U.S. Congress and at the FCC to require radio and television broadcast stations to provide advertising time to political candidates for free or at a reduced charge. Any restrictions on political advertising may adversely affect the Company's advertising revenues. Changes to the media ownership and other FCC rules may affect the competitive landscape in ways that could increase the competition faced by the Company. Proposals have also been advanced from time to time before the U.S. Congress and the FCC to extend the program access rules (currently applicable only to those cable program services which also own or are owned by cable distribution systems) to all cable program services. The Company's ability to obtain the most favorable terms available for its content could be adversely affected should such an extension be enacted into law. There is legislation currently pending in the U.S. Congress which could remove over-the-air broadcasters' existing exemption from payment of a performance royalty to record companies and performers of music which is broadcast on radio stations. This proposal could have an adverse impact on the cost of music programming for the Company. In addition, changes in international laws may have an adverse impact on the Company's international businesses. The Company is unable to predict the effect that any such laws, regulations or policies may have on its operations.

Vigorous Enforcement or Enhancement of FCC Indecency and Other Program Content Rules Against the Broadcast and Cable Industries Could Have an Adverse Effect on the Company's Businesses and Results of Operations

The FCC's rules prohibit the broadcast of obscene material at any time and indecent or profane material on television or radio broadcast stations between the hours of 6 a.m. and 10 p.m. Broadcasters risk violating the prohibition against broadcasting indecent material because of the vagueness of the FCC's indecency/profanity definition, coupled with the spontaneity of live programming. The FCC vigorously enforces its indecency rules against the broadcasting industry. The FCC has stepped up its enforcement activities as they apply to indecency and has threatened to initiate license revocation proceedings against broadcast licensees for "serious" indecency violations. The FCC has found on a number of occasions that the content of radio and television broadcasts has contained indecent material. In such instances, the FCC issued fines or advisory warnings to the offending licensees. Moreover, the FCC has in some instances imposed separate fines for each allegedly indecent "utterance," in contrast with its previous policy, which generally considered all indecent words or phrases within a given program as constituting a single violation. The fines for broadcasting indecent material are a maximum of $325,000 per utterance. If the FCC denied a license renewal or revoked the license for one of the Company's broadcast radio or television stations, the Company would lose its authority to operate the station. The determination of whether content is indecent is inherently subjective and, as such, it can be difficult to predict whether particular content could violate indecency standards. The difficulty in predicting whether individual programs, words or phrases may violate the FCC's indecency rules adds significant uncertainty to the Company's ability to comply with the rules. Violation of the indecency rules could lead to sanctions which may adversely affect the Company's businesses and results of operations. Some policymakers support the extension of the indecency rules that are applicable to over-the-air broadcasters to cover cable and satellite programming and/or attempts to increase enforcement of or otherwise expand existing laws and rules. If such an extension, attempt to increase enforcement or other expansion took place and were found to be constitutional, some of the Company's cable content could be subject to additional regulation and might not be able to attract the same subscription and viewership levels.

The Loss of Affiliation Agreements or Retransmission Agreements Could Materially Adversely Affect the Company's Results of Operations

The CBS Television Network provides its affiliates with up to 98 hours of programming per week. In return, the CBS Television Network's affiliated stations broadcast network-inserted commercials during that programming. Loss of network affiliation agreements of the CBS Television Network could adversely affect the Company's results of operations by reducing the reach of the Company's programming and therefore its attractiveness to advertisers, and renewal on less favorable terms may also adversely affect the Company's results of operations. The non-renewal or termination of retransmission agreements with cable, DTH satellite and other distributors or continued distribution on less favorable terms, could also adversely affect the Company's ability to distribute its network programming to a nationwide audience and affect the Company's ability to sell advertising, which could have a material adverse effect on the Company's results of operations. Showtime Networks and the CBS College Sports Network are also dependent upon the maintenance of affiliation agreements with cable, DTH satellite and other distributors, and there can be no assurance that these agreements will be renewed in the future on terms acceptable to such programmers. The loss of one or more of these arrangements could reduce the distribution of Showtime Networks' and CBS College Sports Network's program services and reduce revenues from subscriber fees and advertising, as applicable. Further, the loss of favorable packaging, positioning, pricing or other marketing opportunities with any distributor could reduce revenues from subscriber fees. In addition, consolidation among cable and DTH satellite distributors and increased vertical integration of such distributors into the cable or broadcast network business have provided more leverage to these distributors and could adversely affect the Company's ability to maintain or obtain distribution for its network programming or distribution and/or marketing of its subscription program services on favorable or commercially reasonable terms, or at all.

The Failure or Destruction of Satellites and Transmitter Facilities that the Company Depends Upon to Distribute Its Programming Could Materially Adversely Affect the Company's Businesses and Results of Operations

The Company uses satellite systems to transmit its broadcast and cable networks to affiliates. The distribution facilities include uplinks, communications satellites and downlinks. Transmissions may be disrupted as a result of local disasters that impair on-ground uplinks or downlinks, or as a result of an impairment of a satellite. Currently, there are a limited number of communications satellites available for the transmission of programming. If a disruption occurs, the Company may not be able to secure alternate distribution facilities in a timely manner. Failure to secure alternate distribution facilities in a timely manner could have a material adverse effect on the Company's businesses and results of operations. In addition, each of the Company's television and radio stations and cable networks uses studio and transmitter facilities that are subject to damage or destruction. Failure to restore such facilities in a timely manner could have a material adverse effect on the Company's businesses and results of operations.

The Company Could Suffer Losses Due to Asset Impairment Charges for Goodwill, Intangible Assets, FCC Licenses and Programming

In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"), the Company will test goodwill and intangible assets, including broadcast licenses, for impairment during the fourth quarter of each year, and the Company continues to assess whether factors or indicators, such as the continuation of existing market conditions, become apparent that would require an interim test. A downward revision in the fair value of a reporting unit or intangible assets could result in an impairment under SFAS 142 and a non-cash charge would be required. Any significant shortfall, now or in the future, in the expected popularity of the programming for which the Company has acquired rights could lead to a downward revision in the fair value of such assets. Any such charge could have a material adverse effect on the Company's reported net earnings.

Dividends and Dividend Rates Cannot Be Guaranteed

The overall weakened economy and turmoil in the credit and capital markets may cause companies to recalibrate their business plans with a renewed focus on liquidity and maintenance of a strong balance sheet. The Company's Board of Directors assesses these and other relevant factors when considering the declaration of a dividend on the Company's common stock. The Company cannot guarantee that it will continue to declare dividends, including at the same or similar rates.

The Loss of Key Personnel, Including Talent, Could Disrupt the Management or Operations of the Company's Business and Adversely Affect Its Revenues

The Company's business depends upon the continued efforts, abilities and expertise of its chief executive officer and other key employees and entertainment personalities. The Company believes that the unique combination of skills and experience possessed by its executive officers would be difficult to replace, and that the loss of its executive officers could have a material adverse effect on the Company, including the impairment of the Company's ability to execute its business strategy. Additionally, the Company employs or independently contracts with several entertainment personalities and authors with significant loyal audiences. Entertainment personalities are sometimes significantly responsible for the ranking of a television or radio station and, therefore, the ability of the station to sell advertising, and an author's popularity can be significantly responsible for the success of a particular book. There can be no assurance that these entertainment personalities and authors will remain with the Company or will retain their current audiences or readership. If the Company fails to retain these entertainment personalities and authors or they lose their current audiences or readership, the Company's revenues could be adversely affected.

Regulation of the Outdoor Advertising Industry Could Materially Adversely Affect the Company's Outdoor Business

The outdoor advertising industry is subject to extensive governmental regulation and enforcement at the federal, state and local levels in the U.S. and to national, regional and local restrictions in foreign countries. These regulations and enforcement actions can affect the operation and continuance of operations of advertising displays and include restrictions on the construction, repair, upgrading, height, size and location of outdoor advertising structures and, in some instances, the content of advertising copy that can be displayed on these structures. In addition, outdoor advertising is the subject of targeted state and municipal taxes. Such laws may reduce the Company's expansion opportunities or may increase competitive pressure from others. The Company cannot give any assurance that existing or future laws or regulations will not materially and adversely affect its outdoor business.

Fluctuations in Foreign Exchange Rates Could Have an Adverse Effect on the Company's Results of Operations

Certain of the Company's revenues are earned and expenses are incurred in foreign currencies. The value of these currencies fluctuates relative to the U.S. dollar. As a result, the Company is exposed to exchange rate fluctuations, which could have an adverse effect on its results of operations.

The Company's Liabilities Related to Discontinued Operations and Former Businesses Could Adversely Impact Its Financial Condition

The Company has both recognized and potential liabilities and costs related to discontinued operations and former businesses, certain of which are unrelated to the media business, including leases, guarantees, environmental liabilities, liabilities related to the pensions and medical expenses of retirees, asbestos liabilities, contractual disputes and other pending and threatened litigation. The Company cannot be assured that its reserves are sufficient to cover these liabilities in their entirety or any one of these liabilities when it becomes due or at what point any of these liabilities may come due. Therefore, there can be no assurances that these liabilities will not have a material adverse effect on the Company's financial position, operating performance or cash flow.

The Company Could Be Adversely Affected by Strikes and Other Union Activity

The Company and its suppliers engage the services of writers, directors, actors and other talent, trade employees and others who are subject to collective bargaining agreements. If the Company or its suppliers are unable to renew expiring collective bargaining agreements, it is possible that the affected unions could take action in the form of strikes or work stoppages. Such actions, higher costs in connection with these agreements or a significant labor dispute could adversely affect the Company's television and radio businesses by causing delays in the production of the Company's television or radio programming or the Company's outdoor business by disrupting its ability to place advertising on outdoor faces. The entertainment businesses' collective bargaining agreement with the Screen Actors Guild ("SAG") covering performers expired on June 30, 2008. No new agreement has yet been reached with SAG. If an agreement is not reached by the parties, strikes or work stoppages could occur and, depending on their duration, could have an adverse effect on the Company's revenues and operating income.

Political and Economic Risks Associated with the Company's International Businesses Could Harm the Company's Financial Condition or Results of Operations

The Company's businesses operate and have customers worldwide. Inherent risks of doing business in international markets include, among other risks, changes in the economic environment, export restrictions, exchange controls, tariffs and other trade barriers and longer payment cycles. The Company may incur substantial expense as a result of the imposition of new restrictions or changes in the existing economic environment in the regions where it does business. In addition, acts of terrorism or other hostilities, or other future financial, political, economic or other uncertainties, could lead to a reduction in advertising expenditures, which could materially adversely affect the Company's business, financial condition or results of operations.

NAI, Through Its Voting Control of the Company, Is in a Position to Control Actions that Require Stockholder Approval

NAI, through its beneficial ownership of the Company's Class A Common Stock, has voting control of the Company. Mr. Sumner M. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, serves as Executive Chairman of the Company's Board of Directors, and Ms. Shari Redstone, the president and a director of NAI, serves as Vice Chair of the Company's Board of Directors. In addition, Mr. David R. Andelman is a director of NAI and serves as a director of the Company. NAI is in a position to control the outcome of corporate actions that require stockholder approval, including the election of directors and transactions involving a change of control. Other stockholders are unable to affect the outcome of the corporate actions of the Company for so long as NAI retains voting control.

Sales of Additional Shares of Common Stock by NAI Could Adversely Affect the Stock Price

NAI, through its beneficial ownership of the Company's Class A Common Stock, has voting control of the Company. NAI disclosed in October 2008 that it sold approximately $233 million in the aggregate of shares of CBS Corporation and Viacom Inc. non-voting common stock in connection with requirements under its credit facilities. NAI also announced that it was in constructive negotiations with its lenders regarding such facilities and outstanding notes. Although NAI stated in October 2008 that it did not intend to sell any additional shares, there can be no assurance that NAI at some future time will not sell additional shares of the Company's stock, which could adversely affect the Company's share price.

Many Factors May Cause the Stock Price of the Company's Class A Common Stock and Class B Common Stock to Fluctuate

The stock price of Class A Common Stock and Class B Common Stock may fluctuate significantly as a result of many factors. These factors, some or all of which are beyond the Company's control, include:

- actual or anticipated fluctuations in CBS Corp.'s operating results;
- changes in expectations as to CBS Corp.'s future financial performance or changes in financial estimates of securities analysts;
- success of CBS Corp.'s operating and growth strategies;
- investor anticipation of strategic, technological or regulatory threats, whether or not warranted by actual events;
- operating and stock price performance of other comparable companies; and
- realization of any of the risks described in these risk factors.

In addition, the stock market has experienced volatility that often has been unrelated or disproportionate to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the trading prices of the Company's common stock, regardless of the Company's actual operating performance.

Risks Related to the Separation

The Businesses of the Company and Viacom Inc. Will Be Attributable to the Other Company for Certain Regulatory Purposes

So long as the Company and Viacom Inc. are under common control, each company's businesses, as well as the businesses of any other commonly controlled company, will be attributable to the other company for purposes of certain rules and regulations of the FCC and certain rules regarding political campaign contributions in the U.S., among others potentially. The businesses of one company will continue to be attributable to the other company for certain FCC purposes even after the two companies cease to be commonly controlled, if the two companies share common officers, directors, or attributable stockholders. As a result, the businesses and conduct of Viacom Inc. may have the effect of limiting the activities or strategic business alternatives available to the Company.

The Separation Agreement Prohibits the Company from Engaging in Certain Types of Businesses

Under the terms of the Separation Agreement entered into between the Company and Viacom Inc. in connection with the Separation, the Company may not make acquisitions, enter into agreements or accept or agree to any condition that purports to bind Viacom Inc. or subjects Viacom Inc. to restrictions it is not otherwise subject to by legal order without Viacom Inc.'s consent. The Company and Viacom Inc. have agreed that prior to the earliest of (1) the fourth anniversary of the Separation, (2) the date on which none of Mr. Redstone, NAI, NAIRI, Inc., a wholly owned subsidiary of NAI, or any of their successors, assigns or transferees are deemed to have interests in both the Company and Viacom Inc. that are attributable under applicable U.S. federal laws and (3) the date on which the other company ceases to own the video programming vendors that it owns as of the Separation, neither of them will own or acquire an interest in a cable television operator if such ownership would subject the other company to U.S. federal laws regulating contractual relationships between video programming vendors and video programming distributors that the other company is not then subject to. These restrictions could limit the strategic business alternatives available to the Company.

In Connection with the Separation, Each Company Will Rely on the Other Company's Performance Under Various Agreements Between the Companies

In connection with the Separation, the Company and Viacom Inc. entered into various agreements, including the Separation Agreement, a tax matters agreement dated December 30, 2005, which is filed as an exhibit to this report, effective as of the Separation (the "Tax Matters Agreement"), a transition services agreement pursuant to which the Company and Viacom Inc. have agreed to provide certain specified services to each other following the Separation (the "transition services agreement") and certain related party arrangements pursuant to which the Company and Viacom Inc. will provide services and products to each other from and after the Separation. The Separation Agreement sets forth the allocation of assets, liabilities, rights and obligations of the Company and Viacom Inc. following the Separation, and includes indemnification obligations for such liabilities and obligations. In addition, pursuant to the Tax Matters Agreement, certain income tax liabilities and related responsibilities are allocated between, and indemnification obligations are assumed by, each of the Company and New Viacom. Each company will rely on the other to satisfy its performance and payment obligations under these agreements. Certain of the liabilities to be assumed or indemnified by the Company or Viacom Inc. under these agreements are legal or contractual liabilities of the other company. If Viacom Inc. were to breach or be unable to satisfy its material obligations under these agreements, including a failure to satisfy its indemnification obligations, the Company could suffer operational difficulties or significant losses.

Certain Members of Management, Directors and Stockholders May Face Actual or Potential Conflicts of Interest

The management and directors of the Company may own both CBS Corp. common stock and Viacom Inc. common stock, and both the Company and Viacom Inc. are controlled by NAI. Mr. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, serves as Executive Chairman of the Company's Board of Directors and executive chairman of Viacom Inc.'s board of directors. Ms. Redstone, the president and a director of NAI, serves as Vice Chair of the Board of Directors of each of the Company and Viacom Inc. Mr. David R. Andelman is a director of NAI and serves as a director of the Company. This ownership overlap and these common directors could create, or appear to create, potential conflicts of interest when the Company's and Viacom Inc.'s management, directors and controlling stockholder face decisions that could have different implications for the Company and Viacom Inc. For example, potential conflicts of interest could arise in connection with the resolution of any dispute between the Company and Viacom Inc. regarding the terms of the agreements governing the Separation and the relationship between the Company and Viacom Inc. thereafter. These agreements include, among others, the Separation Agreement, the Tax Matters Agreement, the transition services agreement and any commercial agreements between the parties or their affiliates. On occasion, the Company and Viacom Inc. may compete with each other in various commercial enterprises. Potential conflicts of interest could also arise if the Company and Viacom Inc. enter into any commercial arrangements with each other in the future. Each of Mr. Redstone and Ms. Redstone may also face conflicts of interest with regard to the allocation of his or her time between the Company and Viacom Inc. CBS Corp.'s certificate of incorporation contains provisions related to corporate opportunities that may be of interest to both the Company and Viacom Inc. CBS Corp.'s certificate of incorporation provides that in the event that a director, officer or controlling stockholder of the Company who is also a director, officer or controlling stockholder of Viacom Inc. acquires knowledge of a potential corporate opportunity for both the Company and Viacom Inc., such director, officer or controlling stockholder may present such opportunity to the Company or Viacom Inc. or both, as such director, officer or controlling stockholder deems appropriate in his or her sole discretion, and that by doing so such person will have satisfied his or her fiduciary duties to the Company and its stockholders. In addition, CBS Corp.'s certificate of incorporation provides that the Company renounces any interest in any such opportunity presented to Viacom Inc. These provisions create the possibility that a corporate opportunity of one of such companies may be used for the benefit of the other company.

Item 1B. ***Unresolved Staff Comments.***

Not applicable.

Item 2. ***Properties.***

The Company maintains its world headquarters at 51 West 52nd Street, New York, New York, where it owns a building containing approximately 900,000 square feet of space, of which approximately 310,000 square feet is occupied by the Company, with the balance being leased to third parties. The Company owns the CBS Broadcast Center complex located on approximately 3.7 acres at 524 West 57th Street, New York, New York, which consists of approximately 860,000 square feet of office and studio space. The Company also owns two studio facilities in California: (a) the CBS Studio Center at 4024 Radford Avenue, Studio City, California, located on approximately 40 acres, and (b) CBS Television City at 7800 Beverly Boulevard, Los Angeles, California, located on approximately 25 acres. Showtime Networks occupies approximately 230,000 square feet at 1633 Broadway, New York, New York. The lease for this space expires in 2010. Simon & Schuster leases approximately 290,000 square feet of office space at 1230 Avenue of the Americas, New York, New York, which lease runs to 2014. As part of the CNET acquisition, the Company acquired a lease for approximately 400,000 square feet of space at 28 East 28th Street (also known as 63 Madison Avenue), New York, New York, approximately 50,000 square feet of which is occupied by CBS Interactive and the remainder of which is subleased to third parties. This lease expires in 2019. Also as part of the CNET acquisition, the Company acquired CNET's headquarters lease for approximately 280,000 square feet of space at 235 2nd Street, San Francisco, California. This lease runs through 2016. The Company and its subsidiaries also own and lease office, studio and warehouse space, broadcast, antenna and satellite transmission facilities and outdoor advertising properties throughout the U.S., Canada and several countries around the world for its businesses. The Company considers its properties adequate for its present needs.

Item 3. ***Legal Proceedings.***

Securities Action. On December 12, 2008, the City of Pontiac General Employees' Retirement System filed a self-styled class action complaint in the United States District Court for the Southern District of New York against the Company and its Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, and Treasurer, alleging violations of federal securities law. The complaint, which was filed on behalf of a putative class of purchasers of the Company's common stock between February 26, 2008 and October 10, 2008 (the "Class Period"), alleges that, among other things, the Company's failure to timely write down the value of certain assets caused the Company's reported operating results during the Class Period to be materially inflated. The plaintiffs seek unspecified compensatory damages. On February 11, 2009, a motion was filed in the case on behalf of The City of Omaha, Nebraska Civilian Employees' Retirement System, and The City of Omaha Police and Fire Retirement System (collectively, the "Omaha Funds") seeking to appoint the Omaha Funds as the lead plaintiffs in this case; and another motion was filed in the case by an individual shareholder also seeking appointment as the lead plaintiff. The parties are awaiting the court's appointment of the lead plaintiff in the case. The Company believes that the plaintiffs' claims are without merit and intends to vigorously defend itself in the litigation.

Claims Related to Former Businesses: Asbestos, Environmental and Other. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use, or by asbestos containing grades of decorative micarta, a laminate used in commercial ships.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2008, the Company had pending approximately 68,520 asbestos claims, as compared with approximately 72,120 as of December 31, 2007 and 73,310 as of December 31, 2006. During 2008, the Company received approximately 6,030 new claims and closed or moved to an inactive docket approximately 9,630 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2008 and 2007 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $15.0 million and $17.5 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year as insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

Filings include claims for individuals suffering from mesothelioma, a rare cancer, the risk of which is allegedly increased primarily by exposure to asbestos; lung cancer, a cancer which may be caused by various factors, one of which is alleged to be asbestos exposure; other cancers, and conditions that are substantially less serious, including claims brought on behalf of individuals who are asymptomatic as to an allegedly asbestos-related disease. Claims identified as cancer remain a relatively small percentage of asbestos claims pending at December 31, 2008. In a substantial number of the pending claims, the plaintiff has not yet identified the claimed injury. The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims. While the number of asbestos claims filed against the Company has trended down in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

General. On an ongoing basis, the Company defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state and local authorities (collectively, "litigation"). Litigation is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the above-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

Item 4. ***Submission of Matters to a Vote of Security Holders.***

None.

EXECUTIVE OFFICERS OF THE COMPANY

Set forth below is certain information concerning the executive officers of the Company as of February 25, 2009.

Name	Age	Title
Sumner M. Redstone	85	Executive Chairman of the Board of Directors and Founder
Leslie Moonves	59	President and Chief Executive Officer and Director
Anthony G. Ambrosio	48	Executive Vice President, Human Resources and Administration
Louis J. Briskman	60	Executive Vice President and General Counsel
Martin D. Franks	58	Executive Vice President, Planning, Policy and Government Affairs
Susan C. Gordon	55	Senior Vice President, Controller and Chief Accounting Officer
Joseph R. Ianniello	41	Deputy Chief Financial Officer
Richard M. Jones	43	Senior Vice President and General Tax Counsel
Fredric G. Reynolds	58	Executive Vice President and Chief Financial Officer
Gil Schwartz	57	Executive Vice President and Chief Communications Officer
Martin M. Shea	65	Executive Vice President, Investor Relations
Angeline C. Straka	63	Senior Vice President, Deputy General Counsel and Secretary

None of the executive officers of the Company is related to any other executive officer or director by blood, marriage or adoption except that Shari Redstone, Vice Chair of the Board of Directors of the Company, is the daughter of Sumner M. Redstone. The separation of former Viacom Inc. ("Former Viacom") into two publicly traded entities, CBS Corporation and new Viacom Inc., was completed on December 31, 2005 (the "Separation").

Mr. Redstone is the Company's Founder and has been Executive Chairman of the Board of the Company since the Separation. He was Chairman of the Board of Former Viacom from 1987 until the

Separation and served as Chief Executive Officer of Former Viacom since 1996 through the Separation. Mr. Redstone has also served as Chairman of the Board of NAI since 1986 and Chief Executive Officer of NAI since 1967. He served as President of NAI from 1967 through 1999. Mr. Redstone served as the first Chairman of the Board of the National Association of Theatre Owners and is currently a member of its Executive Committee. Mr. Redstone has lectured at a variety of universities, including Harvard Law School, Brandeis University, and in 1982 joined the faculty of the Boston University School of Law. Mr. Redstone graduated from Harvard University in 1944 and received a LL.B. from Harvard University School of Law in 1947. Upon graduation, Mr. Redstone served as Law Secretary with the United States Court of Appeals and then as a Special Assistant to the United States Attorney General. Mr. Redstone served in the Military Intelligence Division during World War II. While a student at Harvard, he was selected to join a special intelligence group whose mission was to break Japan's high-level military and diplomatic codes. Mr. Redstone received, among other honors, two commendations from the Military Intelligence Division in recognition of his service, contribution and devotion to duty. He is also a recipient of the Army Commendation Award. Mr. Redstone also serves as Executive Chairman of the Board of Directors and Founder of Viacom Inc.

Mr. Moonves has been President and Chief Executive Officer and a Director of the Company since the Separation. Previously, Mr. Moonves served as Co-President and Co-Chief Operating Officer of Former Viacom since June 2004. Prior to that, Mr. Moonves served as Chairman and Chief Executive Officer of CBS since 2003 and as its President and Chief Executive Officer since 1998. Mr. Moonves joined former CBS Corporation in 1995 as President, CBS Entertainment. Prior to that, Mr. Moonves was President of Warner Bros. Television since July 1993.

Mr. Ambrosio has been Executive Vice President, Human Resources and Administration of the Company since the Separation. Previously, he served as Co-Executive Vice President, Human Resources of Former Viacom since September 2005 and as Senior Vice President, Human Resources and Administration of the CBS, Infinity and Viacom Outdoor businesses since 2000. Prior to that, Mr. Ambrosio served as Vice President, Corporate Human Resources of the former CBS Corporation from 1999 to 2000, as Vice President, Benefits of the former CBS Corporation from 1995 to November 1999 and as Director, Personnel of the former CBS Corporation in 1995. He joined the former CBS Corporation in 1985 and held various positions in the human resources area since that time.

Mr. Briskman has been Executive Vice President and General Counsel of the Company since the Separation. Previously, since September 2005, he served as Executive Vice President and General Counsel of the businesses that comprise the Company after the Separation. Prior to that, Mr. Briskman served as Senior Vice President and General Counsel of Aetna Inc. since April 2004 and as Executive Vice President and General Counsel for CBS Television from 2000 to 2002. From 1993 to 2000, Mr. Briskman served as General Counsel of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation. He joined Westinghouse Electric Corporation in 1975 and became its General Counsel in 1993 after serving as General Counsel of its Group W division beginning in 1983.

Mr. Franks has been Executive Vice President, Planning, Policy and Government Affairs of the Company since the Separation. Previously, he served as Executive Vice President, CBS Television since 2000 and was also Senior Vice President of Former Viacom from 2000 to 2005. Prior to that, Mr. Franks served as Senior Vice President of the former CBS Corporation from 1997 to 2000, as Senior Vice President, Washington of the former CBS Corporation from 1994 to 1997, and as Vice President, Washington of the former CBS Corporation from 1988 to 1994.

Ms. Gordon has been Senior Vice President, Controller and Chief Accounting Officer of the Company since the Separation. Prior to that, she served as Senior Vice President, Controller and Chief Accounting Officer of Former Viacom from May 2002 until the Separation, as Vice President, Controller and Chief Accounting Officer from April 1995 to May 2002 and as Vice President, Internal Audit of

Former Viacom from October 1986 to April 1995. Ms. Gordon served as Controller of Viacom Broadcasting from June 1985 to October 1986. Ms. Gordon joined Former Viacom in 1981.

Mr. Ianniello has been Deputy Chief Financial Officer since November 2008. Prior to that, Mr. Ianniello served as Senior Vice President, Chief Development Officer and Treasurer of the Company since September 2007, as Senior Vice President, Finance and Treasurer of the Company since the Separation, as Senior Vice President and Treasurer of Former Viacom since July 2005, as Vice President, Corporate Development of Former Viacom from 2000 to 2005 and as Director, Financial Planning of the former CBS Corporation from 1997 to 2000.

Mr. Jones has been Senior Vice President and General Tax Counsel of the Company since the Separation and for Former Viacom in December 2005. Previously, he served as Vice President of Tax, Assistant Treasurer and Tax Counsel for NBC Universal, Inc. since 2003. Prior to that, he spent 13 years with Ernst & Young in their media & entertainment and transaction advisory services practices. Mr. Jones also served honorably as a non-commissioned officer in the U.S. Army's 75th Ranger Regiment.

Mr. Reynolds has been Executive Vice President and Chief Financial Officer of the Company since the Separation. Previously, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of the businesses that comprise the Company after the Separation and President of the CBS Television Stations Group since 2001. Prior to that, Mr. Reynolds served as Executive Vice President and Chief Financial Officer of Former Viacom from 2000 to 2001 and served as Executive Vice President and Chief Financial Officer of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, from 1994 to 2000. Mr. Reynolds was Chief Financial Officer of CBS Inc. from April 1996 to 1997.

Mr. Schwartz has been Executive Vice President and Chief Communications Officer of the Company since the Separation. Previously, he was Executive Vice President of CBS Communications Group, which served the Company's broadcast and local television, syndication, radio and outdoor operations, among others, from 2004 until the Separation. He was Senior Vice President, Communications of CBS from 2000 to 2004, and Senior Vice President, Communications of the former CBS Corporation from 1996 to 2000. Mr. Schwartz served as Vice President, Corporate Communications of Westinghouse Broadcasting from 1995 to 1996. Prior to that, Mr. Schwartz served as Vice President, Communications for Westinghouse Broadcasting's Group W Television Stations from 1989 to 1995. Mr. Schwartz joined Westinghouse Broadcasting in 1981.

Mr. Shea has been Executive Vice President, Investor Relations of the Company since the Separation and for Former Viacom since November 2004. Prior to that, he served as Senior Vice President, Investor Relations of Former Viacom since January 1998. Mr. Shea was Senior Vice President, Corporation Communications for Triarc Companies, Inc. from July 1994 to May 1995 and from November 1995 to December 1997. He served as Managing Director of Edelman Worldwide from June 1995 through October 1995. Mr. Shea held various Investor Relations positions at Paramount Communications Inc., serving most recently as Vice President, Investor Relations from 1977 until July 1994.

Ms. Straka has been Senior Vice President, Deputy General Counsel and Secretary of the Company since the Separation. Prior to that, Ms. Straka served as Vice President and Associate General Counsel and Co-Head of the Corporate, Transactions and Securities practice group in the corporate law department of Former Viacom. Prior to joining the Former Viacom corporate law department in February 2001, Ms. Straka served as Senior Vice President, General Counsel and Secretary of Infinity Broadcasting Corporation, then a majority-owned public subsidiary of Former Viacom, from May 2000. Ms. Straka was Vice President, Deputy General Counsel and Secretary of the former CBS Corporation and its predecessor, Westinghouse Electric Corporation, since 1992 and up to the time of the May 2000 merger of Former Viacom and the former CBS Corporation.

Item 5. ***Market for CBS Corporation's Common Equity, Related Stockholder Matters and Purchases of Equity Securities.***

CBS Corporation (the "Company" or "CBS Corp.") voting Class A Common Stock and CBS Corporation non-voting Class B Common Stock are listed and traded on the New York Stock Exchange ("NYSE") under the symbols "CBS.A" and "CBS", respectively.

The following table sets forth, for the calendar periods indicated, the per share range of high and low sales prices for CBS Corp.'s Class A and Class B Common Stock, as reported on the NYSE.

	Voting Class A Common Stock		Non-Voting Class B Common Stock	
	High	Low	High	Low
2008				
1st quarter	$ 27.00	$ 21.08	$ 27.18	$ 21.00
2nd quarter	$ 24.99	$ 19.31	$ 25.00	$ 19.30
3rd quarter	$ 19.40	$ 14.15	$ 19.40	$ 14.02
4th quarter	$ 14.59	$ 4.37	$ 14.61	$ 4.36
2007				
1st quarter	$ 32.27	$ 28.73	$ 32.27	$ 28.45
2nd quarter	$ 34.00	$ 30.55	$ 34.02	$ 30.46
3rd quarter	$ 35.54	$ 28.87	$ 35.75	$ 28.76
4th quarter	$ 31.63	$ 25.73	$ 32.20	$ 25.57

On February 18, 2009, the Company announced a reduction in the quarterly cash dividend from $.27 to $.05 per share on its Class A and Class B Common Stock, payable on April 1, 2009. CBS Corp. currently expects to continue to pay a regular cash dividend to its stockholders. The Company declared a quarterly cash dividend on its Class A and Class B Common Stock during each of the four quarters of 2008 and 2007, for a total of $725.9 million and $667.1 million, respectively.

During 2008, the Company did not purchase any shares under its publicly announced share purchase programs which have remaining authorization of $649.4 million.

As of February 15, 2009, there were approximately 2,276 record holders of CBS Corp. Class A Common Stock and approximately 34,179 record holders of CBS Corp. Class B Common Stock. These numbers do not include holders of Former Viacom common stock, who had not exchanged, as of February 15, 2009, shares of Former Viacom for shares of CBS Corporation.

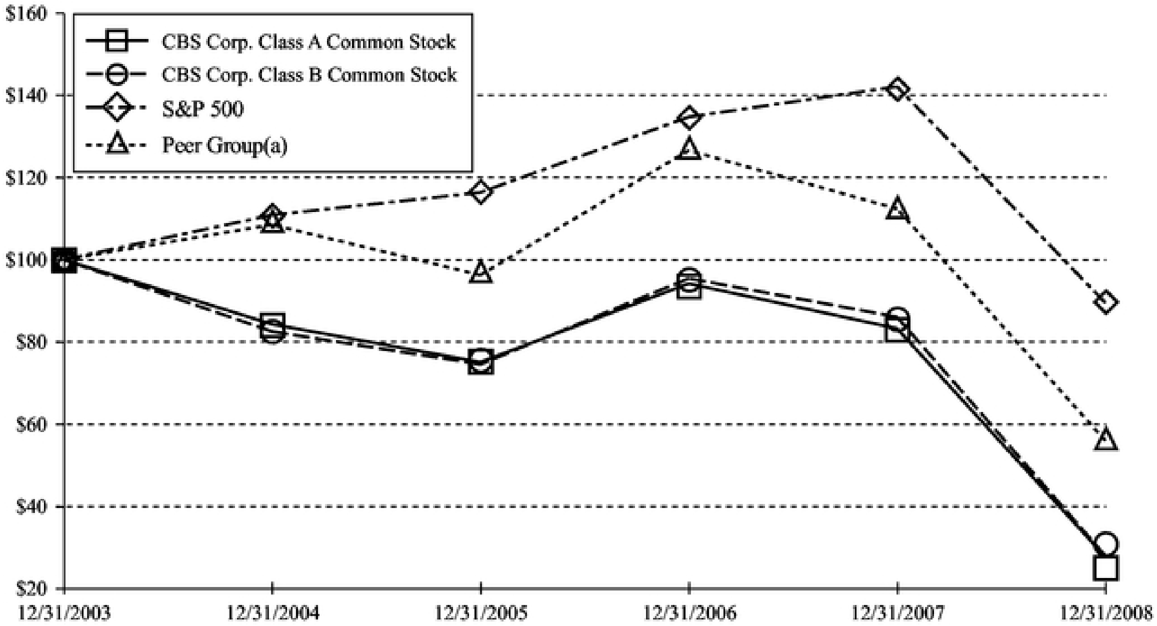
Information required by this item is also contained in the CBS Corp. Proxy Statement for the Company's 2009 Annual Meeting of Stockholders under the heading "Equity Compensation Plan Information," which information is incorporated herein by reference.

Performance Graph

The following graph compares the cumulative total stockholder return on CBS Corp. Class A and Class B Common Stock with the cumulative total return on the companies listed in the Standard & Poor's 500 Stock Index ("S&P 500") and a Peer Group of companies identified below.

The performance graph assumes $100 invested on December 31, 2003 in each of the Class A and Class B Common Stock of CBS Corp., the S&P 500 and the Peer Group identified below including reinvestment of dividends, through the calendar year ended December 31, 2008.

Total Cumulative Stockholder Return
For Five-Year Period Ending December 31, 2008



December 31,	2003	2004	2005	2006	2007	2008
CBS Corp. Class A Common Stock	$100.00	$ 84.33	$ 75.11	$ 94.20	$ 83.29	$27.82
CBS Corp. Class B Common Stock	$100.00	$ 82.56	$ 74.57	$ 95.46	$ 86.09	$28.06
S&P 500	$100.00	$110.88	$116.33	$134.69	$142.09	$89.52
Peer Group (a)	$100.00	$108.51	$ 96.28	$126.58	$112.38	$56.06

(a) The Peer Group consists of the following companies: The Walt Disney Company, News Corp., Time Warner Inc., Cox Radio Inc., Cumulus Media Inc. and Clear Channel Outdoor Holdings, Inc. Clear Channel Communications, Inc., which was previously included in the peer group, has been excluded as it was no longer publicly traded at December 31, 2008. In order to reflect the peer performance of the Radio and Outdoor segments, Cox Radio Inc., Cumulus Media Inc. and Clear Channel Outdoor Holdings, Inc. have been added to the peer group.

Item 6. ***Selected Financial Data.***

CBS CORPORATION AND SUBSIDIARIES
(In millions, except per share amounts)

	Year Ended December 31,				
	2008 (a)(b)	2007	2006 (c)	2005 (a)(c)(d)	2004 (a)(c)(d)(e)
Revenues	$ 13,950.4	$ 14,072.9	$ 14,320.2	$ 14,113.0	$ 14,138.3
Operating income (loss)	$ (12,158.7)	$ 2,621.8	$ 2,606.4	$ (6,869.5)	$ (15,201.6)
Net earnings (loss) from continuing operations	$ (11,673.4)	$ 1,230.8	$ 1,382.9	$ (8,360.6)	$ (16,428.7)
Net earnings from discontinued operations	$ —	$ 16.2	$ 277.6	$ 1,271.5	$ 278.9
Net earnings (loss) before cumulative effect of accounting changes	$ (11,673.4)	$ 1,247.0	$ 1,660.5	$ (7,089.1)	$ (16,149.8)
Net earnings (loss)	$ (11,673.4)	$ 1,247.0	$ 1,660.5	$ (7,089.1)	$ (17,462.2)
Basic earnings (loss) per common share					
Net earnings (loss) from continuing operations	$ (17.43)	$ 1.72	$ 1.81	$ (10.59)	$ (19.17)
Net earnings from discontinued operations	$ —	$ .02	$ .36	$ 1.61	$ .33
Net earnings (loss) before cumulative effect of accounting changes	$ (17.43)	$ 1.75	$ 2.17	$ (8.98)	$ (18.84)
Net earnings (loss)	$ (17.43)	$ 1.75	$ 2.17	$ (8.98)	$ (20.37)
Diluted earnings (loss) per common share					
Net earnings (loss) from continuing operations	$ (17.43)	$ 1.70	$ 1.79	$ (10.59)	$ (19.17)
Net earnings from discontinued operations	$ —	$ .02	$ .36	$ 1.61	$ .33
Net earnings (loss) before cumulative effect of accounting changes	$ (17.43)	$ 1.73	$ 2.15	$ (8.98)	$ (18.84)
Net earnings (loss)	$ (17.43)	$ 1.73	$ 2.15	$ (8.98)	$ (20.37)
Dividends per common share	$ 1.06	$ ..94	$ ..74	$ ..56	$ ..50
At Year End:					
Total assets:					
Continuing operations	$ 26,784.0	$ 40,322.5	$ 43,225.6	$ 42,006.4	$ 49,280.9
Discontinued operations	$ 105.3	$ 107.7	$ 283.2	$ 1,023.2	$ 18,721.4
Total assets	$ 26,889.3	$ 40,430.2	$ 43,508.8	$ 43,029.6	$ 68,002.3
Total debt:					
Continuing operations	$ 6,996.1	$ 7,087.7	$ 7,042.3	$ 7,900.3	$ 9,363.6
Discontinued operations	$ 33.5	$ 43.0	$ 83.0	$ 153.2	$ 553.4
Total Stockholders' Equity	$ 8,597.3	$ 21,472.4	$ 23,522.5	$ 21,737.0	$ 42,024.3

(a) In 2008, CBS Corporation (the "Company" or "CBS Corp.") recorded non-cash charges of $14.18 billion ($12.73 billion, net of tax), or $19.00 per diluted share, principally to reduce the carrying value of goodwill and intangible assets at the Television, Radio and Outdoor segments to their respective estimated fair values in accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"). In 2005, a non-cash charge of $9.48 billion ($9.46 billion, net of tax), or $11.98 per diluted share, was recorded to reduce the carrying amount of Television and Radio goodwill. In 2004, a non-cash charge of $18.0 billion ($17.89 billion, net of tax), or $20.87 per diluted share, was recorded to reduce the carrying amount of Radio and Outdoor goodwill and intangible assets.

(b) On June 30, 2008, the Company completed the acquisition of CNET Networks, Inc. ("CNET") for $1.8 billion. CNET has been included in the Company's results since its acquisition.

(c) On June 30, 2006, the Company sold Paramount Parks to Cedar Fair, L.P. for $1.24 billion. As a result, Paramount Parks is presented as a discontinued operation in the Company's consolidated financial statements.

(d) On December 31, 2005, the separation of former Viacom Inc. ("Former Viacom") into two publicly traded entities, CBS Corp. and new Viacom Inc. ("Viacom Inc."), was completed (the "Separation"). CBS Corp. has accounted for the Separation as a spin-off of Viacom Inc. and, accordingly, the results of Viacom Inc. have been presented as a discontinued operation in the Company's consolidated financial statements.

(e) In 2004, as a result of the initial adoption of Emerging Issues Task Force Topic No. D-108 "Use of Residual Method to Value Acquired Assets Other than Goodwill," the Company recorded an after-tax charge of $1.31 billion, or $1.53 per diluted share, as a cumulative effect of accounting change, to reduce the intangible asset balances attributable to television stations' FCC licenses.

Item 7. ***Management's Discussion and Analysis of Results of Operations and Financial Condition.***
(Tabular dollars in millions, except per share amounts)

Management's discussion and analysis of the results of operations and financial condition of CBS Corporation (together with its consolidated subsidiaries, unless the context otherwise requires, the "Company" or "CBS Corp.") should be read in conjunction with the consolidated financial statements and related notes. Descriptions of all documents incorporated by reference herein or included as exhibits hereto are qualified in their entirety by reference to the full text of such documents so incorporated or included. Please see Item 1A. Risk Factors in Part I of this report for the Cautionary Statement Concerning Forward-Looking Statements.

Overview

For 2008, CBS Corporation reported revenues of $13.95 billion, down 1% from $14.07 billion in 2007, an operating loss of $12.16 billion and a net loss of $11.67 billion, or a loss of $17.43 per diluted share. Results for 2008 include pre-tax non-cash impairment charges of $14.18 billion ($12.73 billion, net of tax), or $19.00 per diluted share, primarily to reduce the carrying value of the Company's goodwill and intangible assets. CBS Corp.'s 2008 operating results were negatively impacted by the weakened economy, mainly in the second half of the year. Many key advertisers significantly reduced their advertising spending, primarily at the local level, which contributed to a decline in advertising revenues of 8% for the year. The Company recorded restructuring charges of $136.7 million reflecting severance costs associated with the elimination of positions, contract terminations and other associated costs, which are expected to reduce its annual cost structure by approximately $220 million.

On June 30, 2008, the Company acquired CNET Networks, Inc. ("CNET"), a global interactive media company with entertainment, news and information Internet sites and brands including CNET, ZDNet, GameSpot, TV.com, mp3.com, CNETnews.com, UrbanBaby, CHOW, Search.com, BNET, MySimon and TechRepublic. The CNET acquisition expanded the Company's Internet presence worldwide. The Company's existing Internet brands, combined with those of CNET, reached approximately 226 million unique monthly visitors worldwide during December 2008.

Description of Business

CBS Corp. is comprised of the following segments: Television, Radio, Outdoor, Interactive and Publishing. Effective July 1, 2008, the Company combined its existing interactive businesses, which were previously reported in the Television segment, with those of CNET and realigned its management structure to create an Interactive segment. Prior period results have been reclassified to conform to this presentation.

CBS Corp. operates in the following segments:

- TELEVISION: The Television segment consists of CBS Television, comprised of the *CBS Television Network*, the Company's owned television stations, its television production and syndication operations, and *CBS College Sports Network;* and *Showtime Networks*. Television revenues are generated primarily from advertising sales, television license fees and affiliate revenues. Television contributed 64% to consolidated revenues for the year ended December 31, 2008 and 65% to consolidated revenues for each of the years ended December 31, 2007 and 2006.

- RADIO: The Radio segment owns radio stations in most of the large U.S. markets. Radio revenues are generated primarily from advertising sales. Radio contributed 11%, 12% and 14% to consolidated revenues for the years ended December 31, 2008, 2007 and 2006, respectively.

(Tabular dollars in millions, except per share amounts)

- OUTDOOR: The Outdoor segment, principally through *CBS Outdoor*, displays advertising on media including billboards, transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks, stadium signage and in retail stores. Outdoor revenues are generated primarily from advertising sales. Outdoor contributed 16% to consolidated revenues for each of the years ended December 31, 2008 and 2007 and 15% to consolidated revenues for the year ended December 31, 2006.

- INTERACTIVE: The Interactive segment, through *CBS Interactive*, is an online content network for information and entertainment with a portfolio of brands including CNET, CBS.com, CBSSports.com, Gamespot, TV.com, BNET and Last.fm. The results of CNET have been included in the Interactive segment since its acquisition in 2008. Interactive contributed 3% to consolidated revenues for the year ended December 31, 2008 and 1% for each of the years ended December 31, 2007 and 2006.

- PUBLISHING: The Publishing segment consists of *Simon & Schuster's* consumer book publishing business with imprints such as *Simon & Schuster, Pocket Books, Scribner* and *Free Press.* Publishing contributed 6% to consolidated revenues for each of the years ended December 31, 2008, 2007 and 2006.

Consolidated Results of Operations—2008 vs. 2007 and 2007 vs. 2006

Revenues

The tables below present the Company's consolidated revenues by type for each of the years ended December 31, 2008, 2007 and 2006.

Revenues by Type Year Ended December 31,	2008	2007	Increase/(Decrease) 2008 vs. 2007		2006	Increase/(Decrease) 2007 vs. 2006	
Advertising sales	$ 9,239.9	$10,060.9	$(821.0)	(8)%	$10,373.1	$(312.2)	(3)%
Television license fees	1,939.4	1,382.2	557.2	40	1,606.8	(224.6)	(14)
Affiliate revenues	1,185.1	1,117.7	67.4	6	1,069.6	48.1	4
Publishing	857.7	886.1	(28.4)	(3)	807.0	79.1	10
Home entertainment	234.0	201.9	32.1	16	83.4	118.5	142
Other	494.3	424.1	70.2	17	380.3	43.8	12
Total Revenues	$13,950.4	$14,072.9	$(122.5)	(1)%	$14,320.2	$(247.3)	(2)%

Percentage of Revenues by Type	Year Ended December 31, 2008	2007	2006
Advertising sales	66%	72%	72%
Television license fees	14	10	11
Affiliate revenues	8	8	7
Publishing	6	6	6
Home entertainment	2	1	1
Other	4	3	3
Total	100%	100%	100%

Advertising sales decreased 8% to $9.24 billion in 2008 from $10.06 billion in 2007 reflecting weakness in the television and radio advertising markets, the absence of the 2007 telecast of *Super Bowl XLI* on CBS Television Network, lower primetime ratings for the 2007/2008 broadcast season, partly as a result of the Writers Guild of America ("WGA") strike, which was settled in February 2008, and the impact of television and radio station divestitures. These decreases were partially offset by the acquisition of CNET and higher political advertising sales due to the 2008 presidential election. The Company derives a significant portion of its revenues from advertising sales, which are directly affected by the health of the economy. To the extent that the economic downturn continues, the Company will likely continue to experience softness in its advertising businesses during 2009. In 2007, advertising sales decreased 3% to $10.06 billion from $10.37 billion in 2006 reflecting the absence of UPN and the impact of radio and television station divestitures, which together reduced the Company's advertising sales by 3% for 2007 versus 2006. The decline in advertising sales also reflected lower political advertising sales and weakness in the radio advertising market. These declines were partially offset by the 2007 telecast of *Super Bowl XLI* on CBS Television Network and growth in advertising sales at Outdoor.

Television license fees increased 40% to $1.94 billion in 2008 from $1.38 billion in 2007 principally reflecting higher domestic and international syndication sales of the *CSI* series, including the impact of the new international self-distribution arrangement for the *CSI* franchise, which was previously distributed by a third party. Television license fees decreased 14% to $1.38 billion in 2007 from $1.61 billion in 2006 principally reflecting lower domestic syndication revenues as revenues from 2007 domestic availabilities, including *NCIS*, did not match contributions from the 2006 basic cable availability and off-network syndication of *Frasier* and the 2006 basic cable availability of *Star Trek: Voyager*.

Affiliate revenues increased 6% to $1.19 billion in 2008 from $1.12 billion in 2007 principally due to rate increases and subscriber growth at Showtime Networks and CBS College Sports Network. Affiliate revenues increased 4% to $1.12 billion in 2007 from $1.07 billion in 2006 driven by rate increases and subscriber growth at Showtime Networks and CBS College Sports Network.

Publishing revenues decreased 3% to $857.7 million in 2008 from $886.1 million in 2007 principally reflecting lower book sales due to a difficult comparison with the prior year, which included the success of the best-selling title *The Secret* by Rhonda Byrne. Publishing revenues increased 10% to $886.1 million in 2007 from $807.0 million in 2006 reflecting higher sales in the Adult and International groups, led by the release of *The Secret* by Rhonda Byrne.

Home entertainment revenues, primarily consisting of DVD sales, increased 16% to $234.0 million in 2008 from $201.9 million in 2007 reflecting the mix of available DVD releases. Home entertainment revenues increased $118.5 million to $201.9 million in 2007 from $83.4 million in 2006, as the Company was in the second year of a third party distribution arrangement which provides the Company with revenues after recoupment of upfront distribution costs incurred by the third party distributor.

Other revenues, which include digital media revenues and other ancillary fees for Television, Radio, Outdoor and Interactive operations, increased 17% to $494.3 million in 2008 from $424.1 million in 2007, primarily reflecting the impact of the acquisition of CNET. For 2007, other revenues increased 12% to $424.1 million in 2007 from $380.3 million in 2006 principally reflecting higher digital media revenues.

(Tabular dollars in millions, except per share amounts)

International Revenues

The Company generated approximately 16% of its total revenues from international regions in 2008, 12% in 2007 and 11% in 2006. The increase in international revenues for 2008 primarily reflects the impact of the new international self-distribution arrangement for the *CSI* franchise.

Year Ended December 31,	2008	Percentage of Total	2007	Percentage of Total	2006	Percentage of Total
United Kingdom	$ 584.3	26%	$ 534.9	31%	$ 484.5	31%
Other Europe	903.5	40	610.4	35	548.5	35
Canada	350.6	16	302.2	18	276.5	17
All other	407.7	18	275.2	16	270.8	17
Total International Revenues	$2,246.1	100%	$1,722.7	100%	$1,580.3	100%

Operating Expenses

The table below presents the Company's consolidated operating expenses by type.

Operating Expenses by Type Year Ended December 31,	2008	2007	Increase/ (Decrease) 2008 vs. 2007		2006	Increase/ (Decrease) 2007 vs. 2006	
Programming	$3,291.3	$3,394.9	$(103.6)	(3)%	$3,354.7	$ 40.2	1%
Production	2,570.3	2,331.9	238.4	10	2,585.1	(253.2)	(10)
Outdoor operations	1,274.2	1,177.4	96.8	8	1,168.3	9.1	1
Publishing operations	566.5	590.1	(23.6)	(4)	539.2	50.9	9
Other	948.4	835.0	113.4	14	777.5	57.5	7
Total Operating Expenses	$8,650.7	$8,329.3	$ 321.4	4%	$8,424.8	$ (95.5)	(1)%

For 2008, operating expenses of $8.65 billion increased 4% from $8.33 billion in 2007. For 2007, operating expenses of $8.33 billion decreased 1% from $8.42 billion in 2006. The major components and changes in operating expenses were as follows:

- Programming expenses represented 38% of total operating expenses in 2008, 41% in 2007 and 40% in 2006, and reflect the amortization of acquired rights of programs exhibited on the broadcast and cable networks, and television and radio stations. Programming expenses decreased 3% to $3.29 billion in 2008 from $3.39 billion in 2007 principally reflecting lower sports programming costs from the absence of the telecast of *Super Bowl XLI* which aired on CBS Television Network during the first quarter of 2007 and lower costs in 2008 due to the impact of the WGA strike, partially offset by higher cable programming costs. Programming expenses increased 1% to $3.39 billion in 2007 from $3.35 billion in 2006 reflecting higher costs associated with the 2007 telecast of *Super Bowl XLI* partially offset by lower expenses resulting from the absence of UPN, which was shut down in September 2006.

- Production expenses represented 30% of total operating expenses in 2008, 28% in 2007 and 31% in 2006, and reflect the costs and amortization of internally developed television programs, including direct production costs, residuals and participation expenses, and production overhead, as well as television and radio costs, including on-air talent and other production costs. Production expenses increased 10% to $2.57 billion in 2008 from $2.33 billion in 2007 primarily reflecting higher costs associated with higher syndication sales, principally for the *CSI* series, partially offset by lower costs due to the impact of the WGA strike, which resulted in fewer episodes and pilots produced in 2008, and the cancellation of certain television series. Production expenses decreased 10% to $2.33 billion in 2007 from $2.59 billion in 2006 primarily reflecting lower costs associated with lower syndication revenues.

- Outdoor operations expenses represented 15% of total operating expenses in 2008, and 14% in both 2007 and 2006, and reflect transit, billboard lease, maintenance, posting and rotation expenses. Outdoor operations expenses increased 8% to $1.27 billion in 2008 from $1.18 billion in 2007 primarily due to contractual increases in billboard lease and transit costs and the impact of acquisitions. Outdoor operations expenses increased 1% to $1.18 billion in 2007 from $1.17 billion in 2006 primarily due to the unfavorable impact of foreign exchange rate changes and increased costs for maintenance and materials, partially offset by lower transit costs, principally reflecting the non-renewal of certain transit and street furniture contracts in New York City and Chicago.

- Publishing operations expenses, which represented 7% of total operating expenses in 2008 and 2007 and 6% in 2006, reflect the cost of book sales, royalties and other costs incurred with respect to publishing operations. Publishing operations expenses decreased 4% to $566.5 million in 2008 from $590.1 million in 2007 reflecting lower royalty and production expenses driven by the decrease in revenues, which was largely due to lower sales of the best-selling title *The Secret*. Publishing operations expenses increased 9% to $590.1 million in 2007 from $539.2 million in 2006 reflecting increased production costs and higher royalty expenses resulting from the increase in revenues and the mix of titles.

- Other operating expenses, which represented 11% of total operating expenses in 2008, 10% in 2007 and 9% in 2006, primarily include distribution expenses incurred with respect to television product, costs associated with digital media, and compensation. Other operating expenses increased 14% to $948.4 million in 2008 from $835.0 million in 2007 due to increased costs associated with digital media, including the impact of the acquisition of CNET, and higher television distribution costs. Other operating expenses increased 7% to $835.0 million in 2007 from $777.5 million in 2006 due to higher television distribution costs and higher costs associated with digital media.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses, which include expenses incurred for selling and marketing costs, occupancy and back office support, represented 19% of revenues for each of the years 2008, 2007 and 2006. SG&A expenses decreased $57.4 million, or 2%, to $2.61 billion in 2008 from $2.67 billion in 2007, primarily reflecting lower costs resulting from cost-saving initiatives, the settlement of an international receivable claim, lower postretirement benefits expenses, and lower expenses due to the divestitures of television and radio stations, partially offset by the impact of acquisitions and higher stock-based compensation expense. In 2008, pension and postretirement benefits expenses decreased $15.2 million from 2007 due to higher actuarial gains related to postretirement plans. Pension expense is expected to increase in 2009 primarily due to plan asset performance in 2008.

For 2007, SG&A expenses decreased $106.6 million, or 4%, to $2.67 billion in 2007 from $2.77 billion in 2006, primarily reflecting lower expenses due to the divestitures of radio and television stations, the absence of UPN and lower pension and postretirement benefits expenses. These decreases were partially offset by higher stock-based compensation expense and increased costs associated with online and interactive businesses. In 2007, pension and postretirement benefits expenses decreased $66.7 million from 2006 primarily due to the recognition of lower actuarial losses and the impact of $250.0 million of discretionary contributions made during 2006 to pre-fund the Company's qualified pension plans.

(Tabular dollars in millions, except per share amounts)

Restructuring Charges

During 2008, as a result of weakened economic conditions, the Company reduced its cost structure across all of its segments. Accordingly, the Company recorded restructuring charges of $136.7 million, which are expected to reduce the Company's annual cost structure by approximately $220 million. The charges reflect $127.5 million of severance costs and $9.2 million of contract termination and other associated costs. During the year ended December 31, 2008, the Company paid $44.5 million of the severance costs and $1.5 million of the contract termination and other associated costs. The following table sets forth the 2008 activity for these restructuring charges by segment.

	2008 Charges	2008 Payments	Balance at December 31, 2008
Television	$ 60.5	$ (24.6)	$ 35.9
Radio	53.9	(15.0)	38.9
Outdoor	13.2	(5.4)	7.8
Interactive	3.4	(.7)	2.7
Publishing	4.2	(.3)	3.9
Corporate	1.5	—	1.5
Total	$ 136.7	$ (46.0)	$ 90.7

During September 2006, the Company combined the resources of its syndication and distribution operations. As a result, restructuring charges of $11.6 million were recorded in the Television segment during the year ended December 31, 2006. The charges reflected severance costs of $9.7 million and legal, lease termination and other expenses of $1.9 million. As of December 31, 2008 the Company had settled substantially all of these liabilities.

Impairment Charges

Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142") requires the Company to perform a fair value-based impairment test of goodwill and other intangible assets with indefinite lives annually and also between annual tests if an event occurs or if circumstances change that would more likely than not reduce the fair value of a reporting unit or an indefinite-lived intangible asset below its book value. During the third quarter of 2008, the Company performed an interim impairment test as a result of its assessment of factors including the continuation of adverse market conditions, which affected the Company's market value and trading multiples for entities within the Company's industry, as well as the continued economic slowdown which adversely affected the Company's advertising revenues, primarily at the Company's local businesses. The first step of the goodwill impairment test examined whether the book value of each of the Company's reporting units, which are generally one level below the operating segment level, exceeded its fair value. If the book value of the reporting unit exceeded its fair value, the second step of the test required the Company to then compare the implied fair value of that reporting unit's goodwill with the book value of its goodwill.

The estimated fair value of each reporting unit was computed principally based upon the present value of future cash flows (Discounted Cash Flow Method) and both the traded and transaction values of comparable businesses (Market Comparable Method). The Discounted Cash Flow Method and Market Comparable Method resulted in substantially equal fair values. For the impairment test of intangible assets with indefinite lives, the fair value of the intangible asset was compared with its book value. The estimated fair value of intangible assets was computed using the Discounted Cash Flow Method.

As a result of this interim impairment test, the Company recorded a non-cash impairment charge of $14.12 billion during the third quarter of 2008 to reduce the carrying value of goodwill by $10.99 billion and intangible assets by $3.13 billion. The charge was reflected as a reduction to goodwill at the Television segment of $5.81 billion, the Radio segment of $2.33 billion and the Outdoor segment of $2.85 billion as well as a reduction to the carrying value of intangible assets related to FCC licenses at the Television segment of $2.13 billion and the Radio segment of $984.6 million, and franchise agreements at the Outdoor segment of $8.2 million.

Also in 2008, in connection with the sale of certain of its radio stations, the Company recorded a pre-tax impairment charge of $62.0 million to reduce the carrying value of intangible assets by $30.4 million and the allocated goodwill by $31.6 million. In 2006, in connection with the sale of seven of its owned television stations, the Company recorded a pre-tax impairment charge of $65.2 million to reduce the carrying value of the allocated goodwill. (See Note 2 to the consolidated financial statements.)

The Company also performed its annual SFAS 142 impairment test during the fourth quarter of 2008. The assumptions underlying the Company's Discounted Cash Flow model for all of its reporting units were revised to reflect further slowdown of worldwide economic conditions. The Company also evaluated the reasonableness of its estimated fair values of the individual reporting units as compared to the Company's overall market capitalization during the fourth quarter. The Company's market capitalization during that period was below the aggregate fair value of its reporting units. The Company believes the substantial decrease in its traded market value during the fourth quarter of 2008 was largely due to factors which did not impact the fair value of its reporting units to the same extent. These factors included liquidity and credit concerns in the overall market and the market's perceived risk in advertising-based businesses during an economic slowdown. The Company believes the aggregate fair value of its reporting units computed based on the Discounted Cash Flow Method and Market Comparable Method represents the best estimate of its future performance and therefore, is a more accurate fair value of the Company.

The fourth quarter 2008 annual SFAS 142 impairment test did not result in any additional 2008 impairment charges. However, due to the uncertainty of future economic conditions and their impact on the Company's financial performance, further downward revisions to the estimated fair values of certain reporting units or intangible assets could result in a future impairment charge.

Depreciation and Amortization

For 2008, depreciation and amortization increased $75.9 million, or 17%, to $531.6 million from $455.7 million principally reflecting depreciation and amortization associated with fixed assets and intangible assets acquired in connection with CNET, higher depreciation resulting from higher capital expenditures at Outdoor and higher amortization associated with other interactive businesses. For 2007, depreciation and amortization increased $16.2 million, or 4%, to $455.7 million from $439.5 million principally reflecting higher depreciation associated with new broadcast facilities.

Interest Expense

For 2008, interest expense decreased $24.3 million to $546.6 million from $570.9 million principally due to lower interest rates. For 2007, interest expense increased $5.4 million to $570.9 million from $565.5 million. The Company had $7.00 billion at December 31, 2008 and $7.09 billion at December 31, 2007 of principal amounts of debt outstanding (including current maturities), both at a weighted average interest rate of 7.1%.

Interest Income

For 2008, interest income decreased $73.9 million to $42.2 million from $116.1 million in 2007 reflecting lower average cash balances and lower interest rates. For 2007, interest income increased $4.0 million to $116.1 million from $112.1 million in 2006.

Gain (Loss) on Early Extinguishment of Debt

For 2008, the gain on early extinguishment of debt of $8.4 million reflected the pre-tax gain recognized upon the repurchase of $191.8 million of the Company's 7.70% senior notes due 2010.

For 2006, the loss on early extinguishment of debt of $6.0 million reflected losses recognized upon the repurchase of $50.0 million of the Company's 6.625% senior notes due 2011 and $52.2 million of the Company's 7.70% senior notes due 2010.

Other Items, Net

For 2008, "Other items, net" of $79.6 million principally reflected a gain of $129.8 million on the sale of the Company's investment in Sundance Channel, foreign exchange gains of $32.3 million and a gain of $3.7 million relating to radio station divestitures, partially offset by a non-cash charge of $71.1 million associated with other-than-temporary declines in the market value of the Company's investments and $15.4 million of losses associated with securitizing accounts receivable.

For 2007, "Other items, net" reflected a net loss of $34.0 million principally consisting of losses associated with securitizing trade receivables of $32.0 million and a non-cash charge of $24.8 million associated with an other-than-temporary decline in the market value of one of the Company's investments, partially offset by a net gain of $10.0 million on television and radio station divestitures, foreign exchange gains of $8.0 million and gains of $3.9 million on the sale of investments.

For 2006, "Other items, net" reflected a net loss of $14.3 million principally consisting of losses associated with securitizing trade receivables of $31.0 million, a non-cash charge of $6.2 million associated with an other-than-temporary decline in the market value of one of the Company's investments and foreign exchange losses of $2.0 million, partially offset by a gain of $24.6 million on radio station divestitures.

Benefit (provision) for Income Taxes

The provision for income taxes represents federal, state and local, and foreign income taxes on earnings (loss) from continuing operations before income taxes and equity in loss of investee companies. The Company reported an income tax benefit of $919.3 million in 2008 versus an income tax provision of $821.5 million in 2007 and $652.2 million in 2006. The Company's annual effective income tax rate was 7.3% in 2008, 38.5% in 2007 and 30.6% in 2006. Included in the rate for 2008 was a tax benefit of $1.45 billion associated with the non-cash impairment charges of $14.18 billion primarily to reduce the carrying value of goodwill and intangible assets. The provision for income taxes included tax provisions of $54.7 million in 2008, $68.5 million in 2007 and $33.5 million in 2006, relating to gains on divestitures and tax benefits of $44.9 million in 2008, $8.0 million in 2007 and $164.1 million in 2006, from tax audit settlements.

For 2009, the Company's annual effective income tax rate is expected to be approximately 36%, excluding the impact of any settlements of income tax audits or dispositions.

(Tabular dollars in millions, except per share amounts)

Equity in Loss of Investee Companies, Net of Tax

Equity in loss of investee companies, net of tax, was $17.6 million for 2008, $80.7 million for 2007 and $97.6 million for 2006. The net losses in 2007 and 2006 principally reflected non-cash charges of $62.9 million and $94.2 million, respectively, associated with other-than-temporary declines in the market value of the Company's equity investments. The net losses in 2008, 2007 and 2006 also reflected operating losses from the Company's 50% investment in The CW, a television broadcast network.

Net Earnings (Loss) from Continuing Operations

For 2008, the Company reported a net loss from continuing operations of $11.67 billion versus net earnings from continuing operations of $1.23 billion in 2007 and $1.38 billion in 2006. The net loss in 2008 included the pre-tax non-cash impairment charges of $14.18 billion ($12.73 billion, net of tax) primarily to reduce the carrying value of goodwill and intangible assets.

Net Earnings from Discontinued Operations

During 2006, Paramount Parks was sold to Cedar Fair, L.P. for $1.24 billion and as a result, Paramount Parks has been presented as a discontinued operation in the consolidated financial statements.

For the year ended December 31, 2007, net earnings from discontinued operations of $16.2 million principally reflected adjustments to the gain on the sale of Paramount Parks. For the year ended December 31, 2006, net earnings from discontinued operations of $277.6 million primarily reflected the operating results and the gain on the sale of Paramount Parks.

The following table sets forth the details of CBS Corp.'s net earnings from discontinued operations for the year ended December 31, 2006.

Year Ended December 31,	2006
Revenues from discontinued operations	$ 158.9
Loss from discontinued operations	$ (1.3)
Gain on the sale of Paramount Parks	454.8
Earnings from discontinued operations before income taxes	453.5
Provision for income taxes	(175.9)
Net earnings from discontinued operations	$ 277.6

Net Earnings (Loss)

For 2008, the Company reported a net loss of $11.67 billion versus net earnings of $1.25 billion in 2007 and $1.66 billion in 2006. The net loss in 2008 included the pre-tax non-cash impairment charges of $14.18 billion ($12.73 billion, net of tax) primarily to reduce the carrying value of goodwill and intangible assets.

(Tabular dollars in millions, except per share amounts)

Segment Results of Operations—For the Years Ended December 31, 2008, 2007 and 2006

The following tables present the Company's revenues, segment operating income (loss) before depreciation and amortization and SFAS 142 impairment charges ("Segment OIBDA before Impairment Charges"), operating income (loss), and depreciation and amortization by segment, for each of the years ended December 31, 2008, 2007 and 2006.

Year Ended December 31,	2008	2007	2006
Revenues:			
Television	$ 8,991.1	$ 9,108.0	$ 9,354.9
Radio	1,539.1	1,753.7	1,959.9
Outdoor	2,170.6	2,187.3	2,103.4
Interactive	421.7	166.1	132.2
Publishing	857.7	886.1	807.0
Eliminations	(29.8)	(28.3)	(37.2)
Total Revenues	$ 13,950.4	$14,072.9	$14,320.2
Segment OIBDA before Impairment Charges [(a)]:			
Television	$ 1,695.9	$ 1,936.5	$ 1,932.6
Radio	499.4	688.7	820.0
Outdoor	467.4	620.9	568.0
Interactive	39.7	(10.3)	15.1
Publishing	88.2	97.2	78.0
Corporate	(157.1)	(159.0)	(162.9)
Residual costs	(79.2)	(96.5)	(139.7)
Impairment charges [(b)]	(14,181.4)	—	(65.2)
Depreciation and amortization	(531.6)	(455.7)	(439.5)
Total Operating Income (Loss)	$(12,158.7)	$ 2,621.8	$ 2,606.4
Operating Income (Loss):			
Television [(b)]	$ (6,433.0)	$ 1,760.7	$ 1,702.0
Radio [(b)]	(2,913.9)	657.8	787.4
Outdoor [(b)]	(2,631.7)	404.9	351.8
Interactive	(9.3)	(21.7)	9.0
Publishing	78.7	88.1	68.5
Corporate	(170.3)	(171.5)	(172.6)
Residual costs	(79.2)	(96.5)	(139.7)
Total Operating Income (Loss)	$(12,158.7)	$ 2,621.8	$ 2,606.4
Depreciation and Amortization:			
Television	$ 183.4	$ 175.8	$ 165.4
Radio	32.6	30.9	32.6
Outdoor	243.9	216.0	216.2
Interactive	49.0	11.4	6.1
Publishing	9.5	9.1	9.5
Corporate	13.2	12.5	9.7
Total Depreciation and Amortization	$ 531.6	$ 455.7	$ 439.5

(a) The Company presents Segment OIBDA before Impairment Charges as the primary measure of profit and loss for its operating segments in accordance with SFAS No. 131, "Disclosure about Segments of an Enterprise and Related Information" ("SFAS 131"). The Company believes the presentation of Segment OIBDA before Impairment Charges is relevant and useful for investors because it allows investors to view segment performance in a manner similar to the primary method used by the Company's management and enhances their ability to understand the Company's operating performance. The reconciliation of Segment OIBDA before Impairment Charges to the Company's consolidated Net earnings (loss) is presented in Note 16 (Reportable Segments) to the consolidated financial statements.

(b) During 2008, the Company recorded non-cash impairment charges of $14.18 billion principally to reduce the carrying value of goodwill and intangible assets. The charges are comprised of $7.95 billion for Television, $3.38 billion for Radio and $2.86 billion for Outdoor. (See Note 3 to the consolidated financial statements.) During 2006, the Company recorded a non-cash impairment charge of $65.2 million in the Television segment to reduce the carrying value of the allocated goodwill for certain television stations to be disposed.

(Tabular dollars in millions, except per share amounts)

Segment Results of Operations—2008 vs. 2007 and 2007 vs. 2006

Television *(CBS Television Network, CBS Television Stations, CBS Paramount Network Television, CBS Television Distribution, CBS College Sports Network and Showtime Networks)*

(Contributed 64% to the consolidated revenues for the year ended December 31, 2008 and 65% to consolidated revenues for each of the years ended December 31, 2007 and 2006.)

Year Ended December 31,	2008	2007	2006
Revenues	$ 8,991.1	$9,108.0	$9,354.9
OIBDA before impairment charges	$ 1,695.9	$1,936.5	$1,932.6
Impairment charges	(7,945.5)	—	(65.2)
Depreciation and amortization	(183.4)	(175.8)	(165.4)
Operating income (loss)	$(6,433.0)	$1,760.7	$1,702.0
OIBDA before impairment charges as a % of revenues	19%	21%	21%
Operating income as a % of revenues	NM	19%	18%
Restructuring charges	$ 60.5	$ —	$ 11.6
Capital expenditures	$ 187.6	$ 206.0	$ 208.9

NM—Not meaningful

2008 vs. 2007

For 2008, Television revenues decreased 1% to $8.99 billion from $9.11 billion in 2007 primarily due to lower advertising sales partially offset by higher television license fees and affiliate revenues. Advertising sales decreased 13% primarily reflecting softness in the advertising marketplace, the absence of the 2007 telecast of *Super Bowl XLI* on CBS Television Network and lower primetime ratings during the 2007/2008 broadcast season, partly as a result of the WGA strike, which was settled in February 2008, partially offset by higher political advertising sales. Television license fees increased 41% principally reflecting higher domestic and international syndication sales of the *CSI* series, including the impact of the new international self-distribution arrangement for the *CSI* franchise, which was previously distributed by a third party. Affiliate revenues increased 6% primarily due to subscriber growth and rate increases at Showtime Networks and CBS College Sports Network.

For 2008, Television reported an operating loss of $6.43 billion, which included non-cash impairment charges of $7.95 billion principally to reduce the carrying value of goodwill and intangible assets, compared with operating income of $1.76 billion for 2007. Television OIBDA before impairment charges decreased 12% to $1.70 billion in 2008 from $1.94 billion in 2007 primarily due to lower advertising sales and restructuring charges of $60.5 million incurred in 2008 principally reflecting severance costs associated with the elimination of positions and contract termination costs. These decreases were partially offset by higher profits from syndication sales, principally from the *CSI* series, higher affiliate revenues, lower sports programming costs associated with the absence of the 2007 telecast of *Super Bowl XLI* and lower television series costs reflecting the impact of the WGA strike. Television results included stock-based compensation expense of $63.3 million for 2008 and $47.7 million for 2007.

License fees for completed television programming in syndication and on cable are recorded as revenues in the period that the products are available for exhibition, which, among other reasons, may cause substantial fluctuations in operating results. Unrecognized revenues attributable to such license agreements were $600.1 million and $582.9 million at December 31, 2008 and 2007, respectively.

2007 vs. 2006

For 2007, Television revenues decreased 3% to $9.11 billion from $9.35 billion in 2006 primarily due to lower television license fee and advertising revenues partially offset by increases in affiliate and home entertainment revenues. Revenue comparisons for 2007 were negatively impacted by the absence of UPN which ceased broadcasting in September 2006 and television station divestitures. These two items negatively impacted the total 2007 Television revenue comparison by 3% and 2007 Television advertising revenue comparison by 4% versus 2006. Advertising revenues decreased by 3% primarily due to the above mentioned factors and lower political advertising sales partially offset by the 2007 telecast of *Super Bowl XLI* on CBS Television Network. Television license fee revenues decreased 14% reflecting lower domestic syndication revenues as revenues from 2007 domestic availabilities, including *NCIS*, did not match contributions from the 2006 basic cable availability and off-network syndication of *Frasier* and cable availability of *Star Trek: Voyager*. Affiliate revenues increased 4% primarily due to subscriber growth and rate increases at Showtime Networks and CBS College Sports Network. Home entertainment revenues increased $118.5 million over 2006 as the Company was in the second year of a third party distribution arrangement which provides the Company with revenues after recoupment of upfront distribution costs incurred by the third party distributor.

For 2007, Television operating income increased 3% to $1.76 billion from $1.70 billion in 2006. Included in 2006 operating income was a non-cash impairment charge of $65.2 million to reduce the carrying value of the allocated goodwill in connection with the sale of seven television stations. Television OIBDA before impairment charges increased slightly to $1.94 billion in 2007 from $1.93 billion in 2006 principally reflecting higher home entertainment revenues and the absence of $24.0 million of shutdown costs for UPN incurred in 2006 partially offset by lower political advertising sales and lower profits from syndication sales. Television results included stock-based compensation expense of $47.7 million for 2007 and $30.5 million for 2006.

Dispositions

On January 10, 2008, the Company completed the sale of seven of its owned television stations in Austin, Salt Lake City, Providence and West Palm Beach to Cerberus Capital Management, L.P. for $185.0 million. In connection with the agreement to sell these stations, a pre-tax impairment charge of $65.2 million was recorded in the consolidated financial statements for the year ended December 31, 2006 to reduce the carrying value of the allocated goodwill.

On April 16, 2007, the Company completed an exchange agreement with Liberty Media Corporation under which the stock of a subsidiary of the Company which held CBS Corp.'s Green Bay television station and its satellite television station, valued at $64.0 million, and $169.8 million in cash was exchanged for the 7.6 million shares of CBS Corp. Class B Common Stock held by Liberty Media Corporation.

(Tabular dollars in millions, except per share amounts)

Radio *(CBS Radio)*

(Contributed 11% to consolidated revenues for the year ended December 31, 2008, 12% for the year ended December 31, 2007 and 14% for the year ended December 31, 2006.)

Year Ended December 31,	2008	2007	2006
Revenues	$ 1,539.1	$1,753.7	$1,959.9
OIBDA before impairment charges	$ 499.4	$ 688.7	$ 820.0
Impairment charges	(3,380.7)	—	—
Depreciation and amortization	(32.6)	(30.9)	(32.6)
Operating income (loss)	$(2,913.9)	$ 657.8	$ 787.4
OIBDA before impairment charges as a % of revenues	32%	39%	42%
Operating income as a % of revenues	NM	38%	40%
Restructuring charges	$ 53.9	$ —	$ —
Capital expenditures	$ 41.1	$ 40.4	$ 43.2

NM—Not meaningful

2008 vs. 2007

For 2008, Radio revenues decreased 12% to $1.54 billion from $1.75 billion for 2007 due to lower advertising sales, reflecting weakness in the advertising market, and the impact of radio station divestitures. The station divestitures negatively impacted the Radio revenue comparison by 1% in 2008.

For 2008, Radio reported an operating loss of $2.91 billion, which included non-cash impairment charges of $3.38 billion to reduce the carrying value of goodwill and intangible assets, compared with operating income of $657.8 million for 2007. Radio OIBDA before impairment charges decreased 27% to $499.4 million for 2008 from $688.7 million for 2007 due to lower advertising sales, restructuring charges of $53.9 million incurred during 2008 and the impact of station divestitures. These decreases were partially offset by lower talent and employee-related expenses and decreased marketing and promotion costs resulting from restructuring and cost-saving initiatives implemented during 2008, as well as lower sports programming costs. The restructuring charges in 2008 principally reflected severance costs associated with the elimination of positions and other associated costs. Radio results included stock-based compensation expense of $15.5 million for 2008 versus $15.9 million for 2007.

2007 vs. 2006

For 2007, Radio revenues decreased 11% to $1.75 billion from $1.96 billion in 2006 reflecting weakness in advertising sales and the impact of radio station divestitures. The station divestitures negatively impacted the Radio revenue comparison by 5% in 2007.

(Tabular dollars in millions, except per share amounts)

For 2007, Radio operating income decreased 16% to $657.8 million from $787.4 million in 2006 and OIBDA decreased 16% to $688.7 million from $820.0 million in 2006. These decreases principally reflected lower advertising sales, the impact of station divestitures and higher stock-based compensation expense partially offset by lower sports programming costs. Radio results included stock-based compensation expense of $15.9 million for 2007 and $10.7 million for 2006.

Dispositions

On December 22, 2008, the Company signed an agreement with Wilks Broadcasting to sell three of its radio stations in Denver for $19.5 million. In addition, on December 15, 2008, the Company announced that it entered into an agreement with Clear Channel Communications, Inc. to swap five of the Company's mid-size market radio stations in Baltimore, Portland, Sacramento and Seattle, for two radio stations in Houston, a top 10 radio market. These transactions are subject to customary closing conditions. During 2008, the Company recorded a pre-tax non-cash impairment charge of $62.0 million to reduce the carrying value of intangible assets and the allocated goodwill in connection with these sales.

During 2007, the Company completed the sales of 34 radio stations in nine of its smaller markets for $543.4 million. During 2006, the Company completed the sale of five radio stations in one small market for $125.0 million.

Outdoor (*CBS Outdoor*)

(Contributed 16% to consolidated revenues for each of the years ended December 31, 2008 and 2007, and 15% for the year ended December 31, 2006.)

Year Ended December 31,	2008	2007	2006
Revenues	$ 2,170.6	$ 2,187.3	$ 2,103.4
OIBDA before impairment charges	$ 467.4	$ 620.9	$ 568.0
Impairment charges	(2,855.2)	—	—
Depreciation and amortization	(243.9)	(216.0)	(216.2)
Operating income (loss)	$ (2,631.7)	$ 404.9	$ 351.8
OIBDA before impairment charges as a % of revenues	22%	28%	27%
Operating income as a % of revenues	NM	19%	17%
Restructuring charges	$ 13.2	$ —	$ —
Capital expenditures	$ 195.7	$ 186.4	$ 115.7

NM—Not meaningful

2008 vs. 2007

For 2008, Outdoor revenues decreased 1% to $2.17 billion from $2.19 billion for 2007, reflecting a decline in North America (which is comprised of the United States, Canada and Mexico) partially offset by growth in International (which is comprised of Europe, Asia and South America). Revenues for North America decreased 4% from 2007 primarily due to lower revenues in the U.S. billboards businesses and the impact of the non-renewal of contracts partially offset by the inclusion of the results of CBS Outernet since its acquisition in October 2007. The non-renewal of two major municipal contracts in Toronto and San Francisco negatively impacted the revenue comparison in North America by 1% for the year. Revenues for International increased 4% from 2007 principally due to the acquisition of International Outdoor Advertising Group ("IOA") and revenue growth in the China and France markets. The acquisition of IOA favorably impacted the International revenue comparison by 3% for the year. The unfavorable impact of foreign exchange rate changes on total Outdoor revenues was approximately $3 million for 2008. Approximately 50% and 48% of Outdoor revenues were generated from regions outside the United States for 2008 and 2007, respectively.

For 2008, Outdoor reported an operating loss of $2.63 billion, which included a non-cash impairment charge of $2.86 billion to reduce the carrying value of goodwill and intangible assets, compared with operating income of $404.9 million for 2007. Outdoor OIBDA before impairment charges decreased 25% to $467.4 million for 2008 from $620.9 million for 2007. North America reported an operating loss of $2.09 billion for 2008 versus operating income of $336.5 million for 2007, primarily reflecting a non-cash impairment charge of $2.30 billion. North America OIBDA before impairment charges decreased 22% to $403.7 million due to lower revenues, higher transit and billboard lease costs, the impact of the non-renewal of contracts and restructuring charges of $5.4 million incurred during 2008. International reported an operating loss of $544.6 million for 2008 versus operating income of $68.4 million for 2007, primarily reflecting a non-cash impairment charge of $550.9 million. International OIBDA before impairment charges decreased 38% to $63.7 million principally due to higher transit costs and restructuring charges of $7.8 million incurred during 2008. The restructuring charges at Outdoor for 2008 reflected severance costs associated with the elimination of positions in the United States, Europe and Mexico. Outdoor results included stock-based compensation expense of $7.3 million for 2008 versus $5.3 million for 2007.

2007 vs. 2006

For 2007, Outdoor revenues increased 4% to $2.19 billion from $2.10 billion in 2006 reflecting an increase of 13% in International, driven by favorable foreign exchange rate changes and growth in the United Kingdom and France markets. Revenues for North America decreased 1% in 2007 as growth of 9% in U.S. billboards, 9% in Canada and 8% in Mexico was more than offset by a decline of 28% in U.S. transit and displays, reflecting the non-renewal of marginally profitable transit and street furniture contracts in New York City and Chicago. The non-renewal of these contracts negatively impacted the Outdoor revenue comparison by 6% in 2007. The favorable net impact of foreign exchange rate fluctuations on total Outdoor revenues was approximately $75 million in 2007. Approximately 48% and 44% of Outdoor revenues were generated from regions outside the United States in 2007 and 2006, respectively.

For 2007, Outdoor operating income increased 15% to $404.9 million from $351.8 million in 2006 and OIBDA increased 9% to $620.9 million from $568.0 million in 2006, led by growth in North America. North America operating income and OIBDA increased 23% to $336.5 million and 13% to $518.4 million, respectively, as the revenue decline was more than offset by lower transit costs due to the non-renewal of marginally profitable contracts. International operating income and OIBDA decreased 13% to $68.4 million and 5% to $102.5 million, respectively, reflecting higher transit costs, principally in the United Kingdom, and increased costs for maintenance and materials, partially offset by the revenue growth and the favorable impact of foreign exchange rate changes. Outdoor results included stock-based compensation expense of $5.3 million for 2007 and $3.2 million for 2006.

Capital expenditures increased $70.7 million to $186.4 million in 2007 principally reflecting increased spending for transit contracts in the United Kingdom.

(Tabular dollars in millions, except per share amounts)

Acquisitions

On April 23, 2008, the Company acquired IOA, the leading out-of-home advertising company in South America, for $110.8 million.

On October 5, 2007, the Company acquired SignStorey, Inc., a distributor of video programming and advertising content to retail stores, for $71.5 million. SignStorey, Inc. has been renamed CBS Outernet.

Interactive *(CBS Interactive)*

(Contributed 3% to consolidated revenues for the year ended December 31, 2008 and 1% for each of the years ended December 31, 2007 and 2006.)

Year Ended December 31,	2008		2007		2006	
Revenues	$	421.7	$	166.1	$	132.2
OIBDA	$	39.7	$	(10.3)	$	15.1
Depreciation and amortization		(49.0)		(11.4)		(6.1)
Operating income (loss)	$	(9.3)	$	(21.7)	$	9.0
OIBDA as a % of revenues		9%		NM		11%
Operating income as a % of revenues		NM		NM		7%
Restructuring charges	$	3.4	$	—	$	—
Capital expenditures	$	17.5	$	10.8	$	7.6

NM—Not meaningful

2008 vs. 2007

For 2008, Interactive revenues increased to $421.7 million from $166.1 million for 2007, reflecting the impact of the acquisition of CNET on June 30, 2008, higher advertising sales from the CBS Audience Network, an online network of professional video content, and higher mobile revenues.

For 2008, Interactive reported an operating loss of $9.3 million versus an operating loss of $21.7 million for 2007. Interactive OIBDA increased to $39.7 million for 2008 from a loss of $10.3 million for 2007. These increases were principally due to the impact of the acquisition of CNET partially offset by restructuring charges of $3.4 million incurred during 2008. The restructuring charges in 2008 reflected severance costs associated with the elimination of duplicate positions as a result of the integration of CNET with the Company's existing interactive businesses. The operating loss for 2008 reflected depreciation and amortization expense associated with fixed assets and intangible assets acquired in connection with CNET. Interactive results included stock-based compensation expense of $4.2 million for 2008 and $1.9 million for 2007.

2007 vs. 2006

For 2007, Interactive revenues increased 26% to $166.1 million from $132.2 million for 2006 due to higher advertising and mobile revenues resulting from the development and expansion of interactive businesses as well as the impact of acquisitions.

For 2007, Interactive reported an operating loss of $21.7 million versus operating income of $9.0 million for 2006. Interactive OIBDA decreased to a loss of $10.3 million for 2007 from income of $15.1 million for 2006. These decreases were principally due to increased costs associated with business development and acquisitions, and higher employee-related expenses. The operating loss for 2007 also reflected higher amortization expense associated with acquisitions. Interactive results included stock-based compensation expense of $1.9 million for 2007 and $.6 million for 2006.

(Tabular dollars in millions, except per share amounts)

Acquisitions

On June 30, 2008, the Company completed the acquisition of all of the outstanding shares of CNET common stock for $11.50 per share, for a total of $1.8 billion.

On May 30, 2007, the Company acquired Last.fm, a global, community-based, music discovery website, for approximately $280 million.

Publishing *(Simon & Schuster)*

(Contributed 6% to consolidated revenues for each of the years ended December 31, 2008, 2007 and 2006.)

Year Ended December 31,		2008		2007		2006
Revenues	$	857.7	$	886.1	$	807.0
OIBDA	$	88.2	$	97.2	$	78.0
Depreciation and amortization		(9.5)		(9.1)		(9.5)
Operating income	$	78.7	$	88.1	$	68.5
OIBDA as a % of revenues		10%		11%		10%
Operating income as a % of revenues		9%		10%		8%
Restructuring charges	$	4.2	$	—	$	—
Capital expenditures	$	9.5	$	12.0	$	5.8

2008 vs. 2007

For 2008, Publishing revenues decreased 3% to $857.7 million from $886.1 million for 2007, principally reflecting lower book sales due to difficult comparisons with the prior year, which included the release of the best-seller *The Secret* by Rhonda Byrne. Best-selling titles in 2008 included *YOU: Being Beautiful* by Michael F. Roizen and Mehmet C. Oz, *The Purpose of Christmas* by Rick Warren, *Duma Key* by Stephen King and *The War Within* by Bob Woodward.

For 2008, Publishing operating income decreased 11% to $78.7 million from $88.1 million in 2007 and OIBDA decreased 9% to $88.2 million from $97.2 million in 2007. These decreases reflected the revenue decline, restructuring charges of $4.2 million incurred during 2008 and higher bad debt expense, partially offset by lower author royalty expenses and production costs, resulting from the revenue decline and the mix of titles, and a decline in employee-related expenses. The restructuring charges in 2008 principally consisted of severance costs associated with the elimination of positions. Publishing results included stock-based compensation expense of $4.2 million for 2008 and $3.5 million for 2007.

2007 vs. 2006

For 2007, Publishing revenues increased 10% to $886.1 million from $807.0 million in 2006 primarily reflecting higher sales in the Adult and International groups, led by the performance of *The Secret* by Rhonda Byrne. Additional best-selling titles in 2007 included *YOU: Staying Young* by Michael F. Roizen and Mehmet C. Oz and *Become A Better You* by Joel Osteen.

For 2007, Publishing operating income increased 29% to $88.1 million from $68.5 million in 2006 and OIBDA increased 25% to $97.2 million from $78.0 million in 2006. These increases reflected the revenue growth and lower bad debt expense, partially offset by higher production costs and author royalty expenses, resulting from the revenue increase and the mix of titles, increased employee-related costs, higher digital archive costs, and higher volume-driven advertising and selling expenses. Publishing results included stock-based compensation of $3.5 million for 2007 and $1.9 million for 2006.

Financial Position

Current assets decreased by $838.1 million to $5.19 billion at December 31, 2008 from $6.03 billion at December 31, 2007, primarily due to a decrease in cash and cash equivalents of $927.4 million. The decrease in cash and cash equivalents principally reflected cash used for acquisitions, dividends and capital expenditures, partially offset by cash flows generated from operations and the sale of investments. The allowance for doubtful accounts as a percentage of receivables was 5.0% at December 31, 2008 and December 31, 2007.

Net property and equipment increased by $86.8 million to $3.01 billion at December 31, 2008 from $2.92 billion at December 31, 2007, primarily reflecting capital expenditures of $474.1 million, partially offset by depreciation expense of $413.0 million. Goodwill of $8.65 billion at December 31, 2008 decreased $9.80 billion from $18.45 billion at December 31, 2007, primarily reflecting the impairment of goodwill at the Television, Radio and Outdoor segments, partially offset by acquisitions. Intangible assets, principally consisting of FCC licenses, leasehold agreements and franchise agreements, decreased by $2.98 billion to $7.10 billion at December 31, 2008 from $10.08 billion at December 31, 2007, primarily due to the impairment of FCC licenses at the Television and Radio segments, television station divestitures of $98.9 million and amortization expense of $118.6 million, partially offset by acquisitions of $399.9 million.

Current liabilities increased $396.3 million to $4.80 billion at December 31, 2008 from $4.40 billion at December 31, 2007, primarily reflecting increased participants' share payable due to the impact of the new international self-distribution arrangement for the *CSI* franchise.

Pension and postretirement benefit obligations increased $577.8 million to $2.27 billion at December 31, 2008 from $1.70 billion at December 31, 2007, primarily reflecting a decrease in pension plan assets due to asset performance.

Deferred income tax liabilities decreased $1.60 billion to $345.1 million at December 31, 2008 from $1.95 billion at December 31, 2007, primarily reflecting the impact of the impairment charges to reduce the carrying value of FCC licenses.

(Tabular dollars in millions, except per share amounts)

Cash Flows

Cash and cash equivalents decreased $927.4 million for the year ended December 31, 2008. The change in cash and cash equivalents was as follows:

Year Ended December 31,	2008	2007	2006
Cash provided by (used for) operating activities from:			
Continuing operations	$ 2,146.5	$ 2,180.4	$ 2,002.5
Discontinued operations	—	4.8	(114.1)
Cash provided by operating activities	2,146.5	2,185.2	1,888.4
Cash (used for) provided by investing activities from:			
Continuing operations	(2,154.1)	(135.1)	849.5
Discontinued operations	—	—	(34.5)
Cash (used for) provided by investing activities	(2,154.1)	(135.1)	815.0
Cash used for financing activities from:			
Continuing operations	(919.8)	(3,777.8)	(1,284.1)
Discontinued operations	—	—	—
Cash used for financing activities	(919.8)	(3,777.8)	(1,284.1)
Net (decrease) increase in cash and cash equivalents	$ (927.4)	$ (1,727.7)	$ 1,419.3

Operating Activities. In 2008, cash provided by operating activities from continuing operations decreased $33.9 million, or 2%, to $2.15 billion from $2.18 billion in 2007 principally reflecting lower operating income, partially offset by higher cash flows from changes in operating assets and liabilities and lower cash taxes paid. In 2007, cash provided by operating activities from continuing operations increased $177.9 million, or 9%, to $2.18 billion from $2.00 billion in 2006 principally reflecting lower cash taxes paid, lower net cash interest and $100.0 million lower discretionary contributions to pre-fund the Company's qualified pension plans versus 2006. The Company made discretionary contributions to pre-fund its qualified pension plans for $120.0 million in 2008, $150.0 million in 2007 and $250.0 million in 2006.

For 2009, the Company expects to increase its cash spending for programming, including higher investment in entertainment programming, contractual increases in sports programming and investment in the new CBS Films unit.

Cash paid for income taxes from continuing operations was $240.3 million for 2008, $524.9 million for 2007 and $562.2 million for 2006. The decrease in cash taxes for 2008 reflects lower operating income and a higher mix of foreign earnings, which are taxed at a lower rate. Cash taxes for 2009 are expected to be approximately $175 million to $225 million, excluding the impact of gains or losses on dispositions.

Investing Activities. In 2008, cash used for investing activities of $2.15 billion principally reflected acquisitions of $2.04 billion, primarily consisting of the acquisitions of CNET, IOA and other outdoor advertising properties, capital expenditures of $474.1 million, and investments in investee companies of $40.2 million. These increases were partially offset by proceeds of $170.0 million from the sale of the Company's investment in Sundance Channel and dispositions of $198.2 million, primarily from the television station divestitures. In 2007, cash used for investing activities of $135.1 million principally reflected capital expenditures of $469.1 million, acquisitions of $410.0 million, primarily consisting of the acquisitions of Last.fm, CBS Outernet and other outdoor advertising properties, and investments in investee companies of $42.3 million, principally reflecting the investment in several interactive companies and The CW. These increases were partially offset by proceeds from dispositions of $562.2 million, primarily from the radio station divestitures, and net receipts of $172.5 million from Viacom Inc. related to the Separation. In 2006, cash provided by investing activities from continuing operations of $849.5 million reflected proceeds from the sale of Paramount Parks of $1.24 billion and proceeds from other dispositions of $142.5 million, principally reflecting the sale of five radio stations. These proceeds were partially offset by capital expenditures of $394.1 million, investments in investee companies of $110.0 million, principally consisting of the Company's investment in The CW, and acquisitions of $97.9 million primarily consisting of the acquisition of CBS College Sports Network and outdoor advertising properties.

Capital expenditures increased $5.0 million, or 1%, to $474.1 million in 2008 from $469.1 million in 2007. Capital expenditures increased $75.0 million, or 19%, to $469.1 million in 2007 from $394.1 million in 2006 principally reflecting increased spending for outdoor transit contracts in the United Kingdom. For 2009, capital expenditures are anticipated to be approximately $350 million.

Financing Activities. In 2008, cash flow used for financing activities of $919.8 million principally reflected dividend payments of $705.4 million and the repayment of notes of $183.2 million. In 2007, cash flow used for financing activities of $3.78 billion principally reflected the purchase of Company common stock for $3.35 billion, the repayment of notes of $660.0 million and dividend payments of $640.3 million, partially offset by proceeds from the issuance of notes of $678.0 million and proceeds from the exercise of stock options of $201.7 million. In 2006, cash flow used for financing activities of $1.28 billion principally reflected the repayment of notes of $832.0 million and dividend payments of $519.1 million, partially offset by proceeds of $91.1 million from the exercise of stock options.

Dividends

On February 18, 2009, the Company announced a reduction in the quarterly cash dividend from $.27 to $.05 per share on its Class A and Class B Common Stock, payable on April 1, 2009. The Company declared a quarterly cash dividend on its Class A and Class B Common Stock during each of the four quarters of 2008, 2007 and 2006, resulting in total dividends of $725.9 million, $667.1 million and $573.2 million, respectively. Dividends have been recorded as a reduction to additional paid-in capital as the Company has an accumulated deficit balance.

Purchase of Company Stock

In January 2008, the Company received 6.0 million shares of CBS Corp. Class B Common Stock upon settlement of a 2007 accelerated share repurchase ("ASR") transaction.

During 2007, the Company repurchased 106.9 million shares of CBS Corp. Common Stock for $3.42 billion, including $64.0 million of non-cash purchases related to a television station exchange (See Note 2 to the consolidated financial statements), primarily through two ASR transactions.

Acquisitions and Dispositions

Acquisitions

On June 30, 2008, the Company completed the acquisition of all of the outstanding shares of CNET common stock for $11.50 per share, for a total of $1.8 billion. The results of CNET have been included in the Interactive segment since its acquisition. The excess purchase price over the estimated fair value of the tangible and identifiable intangible net assets acquired of $1.29 billion was allocated to goodwill. The goodwill from the CNET acquisition primarily represents the Company's expectation of future growth for its interactive businesses. By combining CNET with its existing Internet brands and leveraging CBS Corp.'s existing relationships, the Company is better positioned to be competitive in the interactive marketplace. The Company intends to grow its interactive businesses by, among other factors, introducing its existing advertising relationships to the CNET businesses; bringing its entertainment, sports and news content to the Internet utilizing CNET's significant Internet presence; and eliminating duplicate efforts thereby realizing meaningful cost savings.

On April 23, 2008, the Company acquired IOA, the leading out-of-home advertising company in South America, for $110.8 million. IOA has been included as part of the Outdoor segment since the date of acquisition.

On October 5, 2007, the Company acquired SignStorey, Inc., a distributor of video programming and advertising content to retail stores, for $71.5 million. SignStorey, Inc. has been renamed CBS Outernet and has been included as part of the Outdoor segment since the date of acquisition.

On May 30, 2007, the Company acquired Last.fm, a global, community-based, music discovery website, for approximately $280 million. Last.fm has been included as part of the Interactive segment since the date of acquisition.

On January 5, 2006, the Company acquired CSTV Networks for a purchase price of approximately $325 million, comprised of 10.2 million shares of CBS Corp. Class B Common Stock and $52 million in cash. CSTV Networks has been renamed CBS College Sports Network and its television and interactive operations have been included as part of the Television and Interactive segments, respectively, since the date of acquisition.

Dispositions

On December 22, 2008, the Company signed an agreement with Wilks Broadcasting to sell three of its radio stations in Denver for $19.5 million. In addition, on December 15, 2008, the Company announced that it entered into an agreement with Clear Channel Communications, Inc. to swap five of the Company's mid-size market radio stations in Baltimore, Portland, Sacramento and Seattle, for two radio stations in Houston, a top 10 radio market. These transactions are subject to customary closing conditions. During 2008, the Company recorded a pre-tax non-cash impairment charge of $62.0 million to reduce the carrying value of intangible assets and the allocated goodwill in connection with these sales.

During June 2008, the Company sold its 37% investment in Sundance Channel for $170.0 million resulting in a pre-tax gain of $129.8 million included in "Other Items, net" in the Consolidated Statement of Operations for the year ended December 31, 2008.

On January 10, 2008, the Company completed the sale of seven of its owned television stations in Austin, Salt Lake City, Providence and West Palm Beach to Cerberus Capital Management, L.P. for $185.0 million. In connection with the agreement to sell these stations, a pre-tax impairment charge of $65.2 million was recorded in the consolidated financial statements for the year ended December 31, 2006 to reduce the carrying value of the allocated goodwill.

On April 16, 2007, the Company completed an exchange agreement with Liberty Media Corporation under which the stock of a subsidiary of the Company which held CBS Corp.'s Green Bay television station and its satellite television station, valued at $64.0 million, and $169.8 million in cash was exchanged for the 7.6 million shares of CBS Corp. Class B Common Stock held by Liberty Media Corporation.

(Tabular dollars in millions, except per share amounts)

During 2007, the Company completed the sales of 34 radio stations in nine of its smaller markets for $543.4 million. During 2006, the Company completed the sale of five radio stations in one small market for $125.0 million.

On June 30, 2006, the Company completed the sale of Paramount Parks to Cedar Fair, L.P. for $1.24 billion.

Capital Structure

At December 31,	2008	2007
Notes payable to banks	$ 4.3	$ 5.3
Senior debt (4.625%—8.875% due 2010—2056)	6,904.3	7,015.7
Other notes	.2	.8
Obligations under capital leases	120.8	108.9
Total debt [(a)]	7,029.6	7,130.7
Less discontinued operations debt [(b)]	33.5	43.0
Total debt of continuing operations	6,996.1	7,087.7
Less current portion	21.3	19.1
Total long-term debt of continuing operations, net of current portion	$ 6,974.8	$ 7,068.6

(a) At December 31, 2008 and December 31, 2007, the senior debt balances included (i) a net unamortized premium of $23.3 million and $26.2 million, respectively, and (ii) the net change in the carrying value of the debt relating to fair value hedges of $88.0 million and $(5.0) million, respectively. The face value of the Company's total debt was $6.92 billion at December 31, 2008 and $7.11 billion at December 31, 2007.

(b) Included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets. During 2008, the Company repurchased $9.5 million of its 5.625% senior notes due 2012.

Total debt of $7.03 billion at December 31, 2008 and $7.13 billion at December 31, 2007 was 45% and 25%, respectively, as a percentage of the total capitalization of the Company.

The senior debt of CBS Corp. is fully and unconditionally guaranteed by its wholly owned subsidiary, CBS Operations Inc. Senior debt in the amount of $52.2 million of the Company's wholly owned subsidiary, CBS Broadcasting Inc., is not guaranteed.

In December 2008, prior to maturity, the Company settled all of its $1.0 billion notional amount of interest rate swaps outstanding and received $88.4 million in cash. The increase in the carrying value of the debt attributable to the risk hedged by these interest rate swaps is being amortized as a reduction to interest expense over the term of the debt.

For the years ended December 31, 2008 and 2007, the following debt issuances, repurchases and maturities occurred:

Debt Issuances

March 27, 2007, $700.0 million, 6.75% senior notes due 2056

Debt Repurchases

During 2008, the Company repurchased $191.8 million of its 7.70% senior notes due 2010, resulting in a pre-tax gain on early extinguishment of debt of $8.4 million.

(Tabular dollars in millions, except per share amounts)

Debt Maturities

May 1, 2007, $700.0 million, 5.625% senior notes

At December 31, 2008, the Company's scheduled maturities of long-term debt at face value, including discontinued operations debt and excluding capital leases were as follows:

	2009	2010	2011	2012	2013	2014 and Thereafter
Long-term debt	$ .6	$ 1,394.4	$ 950.1	$ 840.2	$ .1	$ 3,612.1

Credit Facility

At December 31, 2008, the Company had a $3.0 billion revolving credit facility which expires December 2010 (the "Credit Facility"). The Company, at its option, may also borrow in certain foreign currencies up to specified limits under the Credit Facility. Borrowing rates under the facility are determined at the Company's option at the time of each borrowing and are based generally on the prime rate in the United States or the London Interbank Offer Rate ("LIBOR") plus a margin based on the Company's senior unsecured debt rating. The Company pays a facility fee based on the total amount of the commitments.

The following table sets forth the Company's credit ratings as of February 23, 2009.

	Long-term	Short-term	Long-Term Outlook
Moody's Investors Service	Baa3	P-3	Stable
Standard & Poor's	BBB	A-2	Negative
Fitch	BBB	F-2	Stable

The Credit Facility requires the Company to maintain a minimum Interest Coverage Ratio, as defined by the credit agreement, of 3.0x for the trailing four quarters. As of December 31, 2008, the Company's Interest Coverage Ratio was 5.7x.

The primary purpose of the Credit Facility is to support commercial paper borrowings. At December 31, 2008, the Company had no commercial paper borrowings under its $3.0 billion commercial paper program. At December 31, 2008, the remaining availability under the Credit Facility, net of outstanding letters of credit, was $2.80 billion.

Accounts Receivable Securitization Program

At both December 31, 2008 and 2007, the Company had $550.0 million outstanding under its revolving accounts receivable securitization program. The program provides for the sale of receivables on a non-recourse basis to unrelated third parties on a one-year renewable basis, thereby reducing accounts receivable on the Company's Consolidated Balance Sheets. The Company entered into this arrangement because it provides an additional source of liquidity. Proceeds from this program were used to reduce outstanding borrowings. The terms of the revolving securitization arrangement require that the receivable pools subject to the program meet certain performance ratios. As of December 31, 2008, the Company was in compliance with the required ratios under the receivable securitization program. The program provides for a possible acceleration in the event of a continuing downgrade of the Company's long-term debt to a below-investment grade rating. The Company believes that it has sufficient capacity under its existing Credit Facility to refinance such program.

During the years ended December 31, 2008 and 2007, proceeds from collections of securitized accounts receivables of $2.77 billion and $2.80 billion, respectively, were reinvested in the revolving receivable securitization program. The net loss associated with securitizing the program's accounts receivables was $15.4 million and $32.0 million for the years ended December 31, 2008 and 2007, respectively.

Liquidity and Capital Resources

The Company continually projects anticipated cash requirements, which include operating needs, capital expenditures, dividends and principal and interest payments on its outstanding indebtedness, as well as cash flows generated from operating activities available to meet these needs. The Company believes that its operating cash flows ($2.15 billion in 2008), cash and cash equivalents ($419.5 million at December 31, 2008), borrowing capacity under its Credit Facility, which had $2.80 billion of remaining availability at December 31, 2008, and access to capital markets are sufficient to fund its operating needs, including commitments to purchase sports programming rights, television and film programming, talent contracts, other operating commitments and contingencies, capital and investing commitments, dividends and other financing requirements for the foreseeable future.

The Company's funding will come primarily from cash flows from operations. Any additional net cash funding requirements are financed with short-term borrowings, including commercial paper, and long-term debt. To the extent that the Company's future operating cash flow is negatively impacted by the continued weakened economy, the Company has the ability to curtail certain non-committed programming, capital and other spending.

Although the Company is currently able to access commercial paper markets, there can be no assurance that such markets will continue to be a reliable source of short-term financing for the Company given the volatility and disruption in the current capital and credit markets. To the extent that commercial paper is not available to the Company, the existing Credit Facility provides sufficient capacity to satisfy any short-term borrowing needs.

In 2010, $1.39 billion of long-term debt is scheduled to mature. The Company anticipates that these future debt maturities will be funded with cash and cash equivalents, cash flows generated from operating activities and other debt financing.

On November 3, 2008, the Company filed a shelf registration statement with the Securities and Exchange Commission registering debt securities, preferred stock, Class B Common Stock (issuable only upon conversion of debt securities and preferred stock) and warrants of CBS Corp. that may be issued by the Company from time to time. The registration statement replaced the previous shelf registration statement that was scheduled to expire on December 1, 2008. As set forth in the shelf registration statement, the net proceeds from the sale of the offered securities may be used by CBS Corp. for general corporate purposes, including repayment of borrowings, working capital, capital expenditures, acquisitions and stock repurchases, or for such other purposes as may be specified in the applicable prospectus supplement.

(Tabular dollars in millions, except per share amounts)

Contractual Obligations

As of December 31, 2008, the Company's significant contractual obligations, including payments due by period, were as follows:

	Payments Due by Period				
	Total	2009	2010-2011	2012-2013	2014 and thereafter
Programming and talent commitments [(a)]	$ 10,863.5	$ 3,499.3	$ 4,406.2	$ 2,138.0	$ 820.0
Guaranteed minimum franchise payments [(b)]	$ 2,092.2	$ 396.2	$ 642.0	$ 583.1	$ 470.9
Purchase obligations [(c)]	$ 1,142.4	$ 305.0	$ 402.2	$ 252.9	$ 182.3
Operating leases [(d)]	$ 2,299.0	$ 364.7	$ 590.0	$ 434.4	$ 909.9
Other long-term contractual obligations [(e)]	$ 1,003.8	$ —	$ 801.3	$ 145.2	$ 57.3
Long-term debt obligations [(f)]	$ 6,797.5	$ .6	$ 2,344.5	$ 840.3	$ 3,612.1
Interest commitments on long-term debt [(g)]	$ 7,109.0	$ 478.9	$ 766.6	$ 541.3	$ 5,322.2
Capital lease obligations (including interest) [(h)]	$ 156.5	$ 22.9	$ 44.5	$ 31.7	$ 57.4

(a) Programming and talent commitments of the Company primarily include $6.89 billion for sports programming rights, $2.53 billion relating to television, radio, and film production and licensing and $814.7 million for talent contracts.

(b) Outdoor has franchise rights entitling it to display advertising on media including transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks, stadium signage and in retail stores. Under most of these franchise agreements, the franchisor is entitled to receive the greater of a percentage of the relevant advertising revenues, net of advertising agency fees, or a specified guaranteed minimum annual payment.

(c) Purchase obligations include agreements to purchase goods or services that are enforceable and legally binding and that specify all significant terms, including open purchase orders.

(d) Consists of long-term operating lease commitments for office space, billboards, equipment, transponders and studio facilities.

(e) Long-term contractual obligations including program liabilities, participations due to producers and residuals.

(f) Long-term debt obligations are presented at face value, including discontinued operations debt.

(g) Future interest based on scheduled debt maturities, excluding capital leases.

(h) Includes capital leases for satellite transponders.

The table above excludes future contributions to the Company's pension plans and $258.3 million of reserves for uncertain tax positions and the related accrued interest and penalties, as the Company cannot reasonably predict the amount of and periods in which cash payments relating to these items are expected to occur. The Company expects to contribute approximately $135 million primarily to its non-qualified pension and postretirement benefit plans in 2009.

Off-Balance Sheet Arrangements

Prior to the Separation of Former Viacom into CBS Corp. and Viacom Inc., Former Viacom had entered into guarantees with respect to obligations related to Blockbuster Inc. ("Blockbuster"), including certain Blockbuster store leases; Famous Players theater leases; certain UCI theater leases; and certain theater leases related to W.F. Cinema Holdings L.P. and Grauman's Theatres LLC. In connection with the Separation, Viacom Inc. has agreed to indemnify the Company with respect to these guarantees. In addition, the Company and Viacom Inc. have agreed to indemnify each other with respect to certain other matters pursuant to the Separation Agreement between the parties.

The Company has indemnification obligations with respect to letters of credit and surety bonds primarily used as security against non-performance in the normal course of business. At December 31, 2008, the outstanding letters of credit and surety bonds approximated $362.6 million and were not recorded on the Consolidated Balance Sheets.

In the course of its business, the Company both provides and receives indemnities which are intended to allocate certain risks associated with business transactions. Similarly, the Company may remain contingently liable for various obligations of a business that has been divested in the event that a third party does not live up to its obligations under an indemnification obligation. The Company records a liability for its indemnification obligations and other contingent liabilities when probable under generally accepted accounting principles.

Critical Accounting Policies

Financial Reporting Release No. 60, "Cautionary Advice Regarding Disclosure About Critical Accounting Policies" ("FRR 60"), suggests companies provide additional disclosure and commentary on those accounting policies considered most critical. FRR 60 considers an accounting policy to be critical if it is important to the Company's financial condition and results of operations, and requires significant judgment and estimates on the part of management in its application. For a summary of the Company's significant accounting policies, including the critical accounting policies discussed below, see the accompanying notes to the consolidated financial statements.

The preparation of the Company's financial statements in conformity with generally accepted accounting principles requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of expenses during the reporting period. On an ongoing basis, the Company evaluates its estimates, which are based on historical experience and on various other assumptions that are believed to be reasonable under the circumstances. The result of these evaluations forms the basis for making judgments about the carrying values of assets and liabilities and the reported amount of expenses that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions. The following accounting policies require significant management judgments and estimates.

- The Company accounts for the production and distribution of television programming in accordance with Statement of Position 00-2 "Accounting by Producers or Distributors of Films" ("SOP 00-2"). SOP 00-2 requires management's judgment as it relates to the timing of the establishment of a secondary market for its television programming, and total estimated revenues to be earned and costs to be incurred throughout the life of each television program. These estimates are used to determine the amortization of capitalized television programming, expensing of participation costs, and any necessary net realizable value adjustments to capitalized television programming costs. For each television program, management bases these estimates on the performance of the television programming in the initial markets, the existence of future firm commitments to sell additional episodes of the program, and the past performance of similar television programs. These estimates are updated regularly based on information available as the television program progresses through its life cycle. Overestimating secondary market revenues or a failure to adjust for a downward change in the total estimated revenue could result in the understatement of the amortization of capitalized television programming costs, future net realizable value adjustments and impact the determination of participation expense.

- The Company accounts for its business acquisitions in accordance with SFAS No. 141, "Business Combinations". The total cost of acquisitions is allocated to the underlying net assets, based on their respective estimated fair values. The excess of the purchase price over the estimated fair values of the tangible and identifiable intangible net assets acquired is recorded as goodwill. Determining the fair value of assets acquired and liabilities assumed requires management's judgment and often involves the use of significant estimates and assumptions, including assumptions with respect to future cash inflows and outflows, discount rates, asset lives, and market multiples, among other items.

- In accordance with SFAS 142, the Company tests goodwill and intangible assets with indefinite lives for impairment during the fourth quarter of each year, and on an interim date should factors or indicators become apparent that would require an interim test. The estimated fair value of the Company's reporting units and intangible assets with indefinite lives is computed principally based upon the present value of future cash flows. This technique includes projections which require the uses of significant estimates and assumptions such as growth rates, discount rates, future operating margins and capital expenditures. A downward revision in the present value of future cash flows for a reporting unit or intangible assets could result in an impairment under SFAS 142, and a non-cash charge would be required. Such a charge could have a material effect on the consolidated financial statements.

- Balance sheet reserves and liabilities related to legal issues, restructuring charges and discontinued businesses, including asbestos and environmental matters, require significant judgments and estimates by management. The Company continually evaluates these estimates based on changes in the relevant facts and circumstances and events that may impact estimates. While management believes that the current reserves for matters related to predecessor operations of the Company, including environmental and asbestos, are adequate, there can be no assurance that circumstances will not change in future periods.

- Pension benefit obligations and net periodic pension costs are calculated using many actuarial assumptions. Two key assumptions used in accounting for pension liabilities and expenses are the discount rate and expected rate of return on plan assets. The discount rate reflects the rate at which the pension benefit obligations could effectively be settled. The Company determined the discount rate by projecting the plans' expected future benefit payments as defined for the projected benefit obligation. These projected benefit payments are used to construct a high quality bond portfolio with interest and principal payments that provide the cash flows necessary to meet the projected benefit payments. The weighted-average yield of the bond portfolio is used to determine the discount rate. The expected return on plan assets assumption was derived using the current and expected asset allocation of the pension plan assets and considering historical as well as expected returns on various classes of plan assets. For 2008, the unrecognized actuarial losses increased primarily due to a decrease in pension plan asset values. A decrease in the discount rate or a decrease in the expected rate of return on pension plan assets would increase pension expense. The estimated impact of a 25 basis point change in the discount rate would be a change of approximately $4 million in 2009 pension expense and will change the projected benefit obligation by approximately $116 million. The estimated impact of a 25 basis point change in the expected rate of return on plan assets is a change of approximately $7 million in 2009 pension expense.

- The Company is subject to income taxes in both the U.S. and numerous foreign jurisdictions. Significant judgment is required in determining the worldwide provision for income taxes. When recording the worldwide provision for income taxes, an estimated effective tax rate for a year is applied to interim operating results. In the event there is a significant or unusual item recognized in the quarterly operating results, the tax attributable to that item is separately calculated and recorded in the same quarter. A number of years may elapse before a tax return containing tax matters, for which a reserve has been established, is audited and finally resolved. During 2008 and 2007, the Company recognized tax benefits of $44.9 million and $8.0 million, respectively, related to the settlement of certain prior year tax audits. In accordance with Financial Accounting Standards Board ("FASB") Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109" ("FIN 48"), the Company evaluates a tax position to determine whether it is more likely than not that the tax position will be sustained upon examination, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is subject to a measurement assessment to determine the amount of benefit to recognize in the Consolidated Statement of Operations and the appropriate reserve to establish, if any. If a tax position does not meet the more-likely-than-not recognition threshold a tax reserve is established and no benefit is recognized. The Company is continually audited by U.S. federal and state as well as foreign tax authorities. While it is often difficult to predict the final outcome or the timing of resolution of any particular tax matter, the Company believes that its reserve for uncertain tax positions of $258.3 million at December 31, 2008 is properly recorded pursuant to the recognition and measurement provisions of FIN 48.

- In accordance with SFAS No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), the Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award. That cost is recognized over the vesting period during which an employee is required to provide service in exchange for the award. For each award of employee stock options the fair value is estimated on the date of grant using the Black-Scholes option-pricing model. The determination of the assumptions used in the Black-Scholes model requires management to make significant judgments and estimates. The use of different assumptions and estimates in the Black-Scholes option pricing model could have a material impact on the estimated fair value of option grants and the related expense. The risk free interest rate is based on a U.S. Treasury rate in effect on the date of grant with a term equal to the expected life. The expected term is determined based on historical employee exercise and post-vesting termination behavior. The expected dividend yield is based on the then current annual dividend rate. Stock price volatility was determined using an average of historical volatility and implied volatility of publicly traded options to purchase CBS Corp. Class B Common Stock. Given the existence of an actively traded market for CBS Corp. options, the Company was able to derive implied volatility using publicly traded options to purchase CBS Corp. Class B Common Stock that were trading near the grant date of the employee stock options at a similar exercise price and a remaining term of greater than one year.

Legal Matters

Securities Action. On December 12, 2008, the City of Pontiac General Employees' Retirement System filed a self-styled class action complaint in the United States District Court for the Southern District of New York against the Company and its Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, and Treasurer, alleging violations of federal securities law. The complaint, which was filed on behalf of a putative class of purchasers of the Company's common stock between February 26, 2008 and October 10, 2008 (the "Class Period"), alleges that, among other things, the Company's failure to timely write down the value of certain assets caused the Company's reported operating results during the Class Period to be materially inflated. The plaintiffs seek unspecified compensatory damages. On February 11, 2009, a motion was filed in the case on behalf of The City of Omaha, Nebraska Civilian Employees' Retirement System, and The City of Omaha Police and Fire Retirement System (collectively, the "Omaha Funds") seeking to appoint the Omaha Funds as the lead plaintiffs in this case; and another motion was filed in the case by an individual shareholder also seeking appointment as the lead plaintiff. The parties are awaiting the court's appointment of the lead plaintiff in the case. The Company believes that the plaintiffs' claims are without merit and intends to vigorously defend itself in the litigation.

Indecency Regulation. In March 2006, the FCC released certain decisions relating to indecency complaints against certain of the Company's owned television stations and affiliated stations. The FCC ordered the Company to pay a forfeiture of $550,000 in the proceeding relating to the broadcast of a Super Bowl half-time show by the Company's television stations. In May 2006, the FCC denied the Company's petition for reconsideration. In July 2006, the Company filed a Petition for Review of the forfeiture with the U.S. Court of Appeals for the Third Circuit and paid the $550,000 forfeiture in order to facilitate the Company's ability to bring the appeal. Oral argument was heard in September 2007. In July 2008, the U.S. Court of Appeals for the Third Circuit vacated the FCC's order to have the Company pay the forfeiture and remanded the case to the FCC. On November 18, 2008, the FCC filed a petition for certiorari with the U.S. Supreme Court, seeking review of the Third Circuit's decision. The petition requests that the U.S. Supreme Court not act on the petition until it rules in the "fleeting expletives" case mentioned below. On January 8, 2009, the Company filed its opposition to the FCC's petition for certiorari.

In March 2006, the FCC also notified the Company and certain affiliates of the CBS Television Network of apparent liability for forfeitures relating to a broadcast of the program *Without a Trace*. The FCC proposed to assess a forfeiture of $32,500 against each of these stations, totaling $260,000 for the Company's owned stations. The Company is contesting the FCC decision and the proposed forfeitures.

In June 2007, the U.S. Court of Appeals for the Second Circuit vacated the FCC's November 2006 finding that the broadcast of fleeting and isolated expletives on another broadcast network was indecent and remanded the case to the FCC. On March 17, 2008, the U.S. Supreme Court granted the FCC's petition to review the U.S. Court of Appeals for the Second Circuit's decision. On November 4, 2008, the U.S. Supreme Court heard argument in this case.

Additionally, the Company, from time to time, has received and may receive in the future letters of inquiry from the FCC prompted by complaints alleging that certain programming on the Company's broadcasting stations included indecent material.

Claims Related to Former Businesses: Asbestos, Environmental and Other. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use, or by asbestos containing grades of decorative micarta, a laminate used in commercial ships.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2008, the Company had pending approximately 68,520 asbestos claims, as compared with approximately 72,120 as of December 31, 2007 and 73,310 as of December 31, 2006. During 2008, the Company received approximately 6,030 new claims and closed or moved to an inactive docket approximately 9,630 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2008 and 2007 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $15.0 million and $17.5 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year as insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

Filings include claims for individuals suffering from mesothelioma, a rare cancer, the risk of which is allegedly increased primarily by exposure to asbestos; lung cancer, a cancer which may be caused by various factors, one of which is alleged to be asbestos exposure; other cancers, and conditions that are substantially less serious, including claims brought on behalf of individuals who are asymptomatic as to an allegedly asbestos-related disease. Claims identified as cancer remain a relatively small percentage of asbestos claims pending at December 31, 2008. In a substantial number of the pending claims, the plaintiff has not yet identified the claimed injury. The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims. While the number of asbestos claims filed against the Company has trended down in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

General. On an ongoing basis, the Company defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state and local authorities (collectively, "litigation"). Litigation is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the above-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

Market Risk

The Company is exposed to market risk related to foreign currency exchange rates and interest rates. The Company uses derivative financial instruments to modify its exposure to market risks from fluctuations in foreign currency exchange rates and interest rates. In accordance with its policy, the Company does not use derivative instruments unless there is an underlying exposure and, therefore, the Company does not hold or enter into derivative financial instruments for speculative trading purposes.

Foreign Exchange Risk

The Company conducts business with companies in various countries outside the United States, resulting in exposure to movements in foreign exchange rates when translating from the foreign local currency to the U.S. dollar. In order to hedge anticipated cash flows and foreign currency balances in currencies such as the British Pound, the Euro, the Canadian Dollar, the Mexican Peso and the Australian Dollar, foreign currency forward and option contracts are used. Additionally, the Company designates forward contracts used to hedge projected future production costs as cash flow hedges, and may designate certain forward contracts as a hedge of the foreign currency exposure of a net investment in a foreign operation. The change in fair value of the non-designated contracts is included in current period results as part of "Other items, net" in the Consolidated Statements of Operations. The Company manages the use of foreign exchange derivatives centrally. At December 31, 2008 and 2007, the notional amount of all foreign exchange contracts was $95.2 million and $100.3 million, respectively, which represents hedges of underlying foreign currency balances and expected foreign currency cash flows.

Interest Rate Risk

All of the Company's long-term debt has been issued under fixed interest rate agreements. The Company had entered into fixed-to-floating rate swap agreements for a portion of this debt, which are designated as fair value hedges. At December 31, 2007, the Company was a party to $1.0 billion notional amount of interest rate swaps which were accounted for as fair value hedges. In December 2008, prior to maturity, the Company settled all of its $1.0 billion notional amount of interest rate swaps outstanding and received $88.4 million in cash.

Credit Risk

The Company continually monitors its positions with, and credit quality of, the financial institutions which are counterparties to its financial instruments. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company does not anticipate nonperformance by the counterparties.

The Company's receivables do not represent significant concentrations of credit risk at December 31, 2008 or 2007, due to the wide variety of customers, markets and geographic areas to which the Company's products and services are sold. Some of the Company's customers have been significantly impacted by the current weak economic environment. The Company closely monitors the status of receivables with these customers and believes that the allowance for doubtful accounts is currently adequate.

Related Parties

National Amusements, Inc. National Amusements, Inc. ("NAI") is the controlling stockholder of CBS Corp. Mr. Sumner M. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, is the Executive Chairman of the Board of Directors and founder of both

CBS Corp. and Viacom Inc. At December 31, 2008, NAI beneficially owned CBS Corp. Class A Common Stock representing approximately 81% of the voting power of all classes of CBS Corp.'s Common Stock, and owned approximately 10% of CBS Corp.'s Class A Common Stock and Class B Common Stock on a combined basis.

Viacom Inc. For purposes of governing certain ongoing relationships between CBS Corp. and Viacom Inc. after the Separation, the Company and Viacom Inc. entered into various agreements including a separation agreement (the "Separation Agreement"), tax matters agreement and transition services agreement.

In accordance with the terms of the Separation Agreement, Viacom Inc. paid to the Company an estimated special dividend of $5.40 billion in December 2005, subject to adjustment. During 2007 and 2006, Viacom Inc. paid to the Company net adjustments to the special dividend of $170 million and $172 million, respectively, resulting in an aggregate adjustment to the special dividend of $342 million.

During July 2007, the Company purchased 869,145 shares of CBS Corp. Class A and Class B Common Stock from the Viacom Inc. 401(k) Plan for $29.8 million and Viacom Inc. purchased 2,823,178 shares of Viacom Inc. class A and class B common stock from the 401(k) plans sponsored by the Company for $120.0 million.

CBS Corp., as part of its normal course of business, enters into transactions with Viacom Inc. and its subsidiaries. CBS Corp., through its Television segment, licenses its television products to Viacom Inc., primarily MTV Networks and BET. In addition, CBS Corp. recognizes advertising revenues for media spending placed by various subsidiaries of Viacom Inc., primarily Paramount Pictures. Paramount Pictures also distributes certain of the Company's television products in the home entertainment market. CBS Corp.'s total revenues from these transactions were $448.8 million, $292.0 million and $222.8 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Showtime Networks pays license fees to Paramount Pictures for motion picture programming under an exclusive output agreement which covers feature films initially theatrically released in the United States through 2007. Showtime Networks has exhibition rights to each film licensed under this agreement during three pay television exhibition windows over the course of several years after each such film's initial theatrical release. This agreement has not been renewed for new feature films initially theatrically released in the United States after 2007. These license fees are initially recorded as programming inventory and amortized over the shorter of the life of the license agreement or projected useful life of the programming. In addition, CBS Corp. places advertisements with and leases production facilities from various subsidiaries of Viacom Inc. The total spending for all of these transactions was $93.4 million, $172.4 million and $198.7 million for the years ended December 31, 2008, 2007 and 2006, respectively.

(Tabular dollars in millions, except per share amounts)

The following table presents the amounts due from or due to Viacom Inc. in the normal course of business as reflected on CBS Corp.'s Consolidated Balance Sheets.

At December 31,	2008	2007
Amounts due from Viacom Inc.		
Receivables	$182.5	$114.8
Other assets (Receivables, noncurrent)	249.8	207.3
Total amounts due from Viacom Inc.	$432.3	$322.1
Amounts due to Viacom Inc.		
Accounts payable	$ 6.5	$ 4.7
Program rights	48.2	74.3
Other liabilities (Program rights, noncurrent)	26.5	24.3
Total amounts due to Viacom Inc.	$ 81.2	$103.3

Other Related Parties The Company owns 50% of The CW, which is accounted for by the Company as an equity investment. CBS Corp., through the Television segment, licenses its television products to The CW resulting in total revenues of $64.9 million and $107.0 million for the years ended December 31, 2008 and 2007, respectively.

The Company, through the normal course of business, is involved in transactions with other related parties that have not been material in any of the periods presented.

Adoption of New Accounting Standards

Effective January 1, 2008, the Company adopted SFAS No. 157, "Fair Value Measurements" ("SFAS 157") for its financial assets and liabilities. SFAS 157 establishes a framework for measuring fair value under generally accepted accounting principles and expands disclosures about fair value measurements. The adoption of SFAS 157 on January 1, 2008 did not have a material effect on the Company's consolidated financial statements.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value with changes in fair value recognized in earnings for each reporting period. The adoption of SFAS 159 on January 1, 2008 did not have any effect on the Company's consolidated financial statements as the Company did not elect any eligible items for fair value measurement.

Effective January 1, 2007, the Company adopted FIN 48, which clarifies the accounting for uncertainty in income taxes by prescribing a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In addition, FIN 48 provides guidance on derecognition of income tax positions, classification of income tax liabilities, accounting for interest and penalties associated with unrecognized tax benefits, accounting for uncertain tax positions in interim periods, and income tax disclosures. The adoption of FIN 48 on January 1, 2007 did not have a material impact on the Company's consolidated financial statements.

Effective December 31, 2006, the Company adopted SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)" ("SFAS 158"). SFAS 158 requires the balance sheet recognition of the overfunded or underfunded status of each defined benefit pension plan and other postretirement benefit plan as an asset or a liability along with a corresponding after-tax adjustment to accumulated other comprehensive income (loss) included in stockholders' equity. The incremental effect of the adoption was a decrease of $51.1 million to stockholders' equity at December 31, 2006.

Recent Pronouncements

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133" ("SFAS 161") effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. SFAS 161 requires an entity to provide enhanced disclosures about derivative instruments and hedging activities.

In February 2008, the FASB issued FASB Staff Position ("FSP") No. FAS 157-2, "Effective Date of FASB Statement No. 157", which delays the effective date of SFAS 157 for nonfinancial assets and liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), to fiscal years beginning after November 15, 2008 and interim periods within those fiscal years.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS 141R"), effective for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. SFAS 141R establishes principles and requirements for how an acquirer recognizes and measures identifiable assets acquired, liabilities assumed, any noncontrolling interest in the acquiree and goodwill. SFAS 141R also expands disclosure requirements for business combinations.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB No. 51" ("SFAS 160") effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. SFAS 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. The adoption of SFAS 160 is not expected to have a material effect on the Company's consolidated financial statements.

Item 7A. ***Quantitative and Qualitative Disclosures about Market Risk.***

Response to this is included in "Management's Discussion and Analysis of Results of Operations and Financial Condition—Market Risk."

Item 8. ***Financial Statements and Supplementary Data.***

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting and for the effectiveness of internal control over financial reporting, as such term is defined in Rule 13a-15(f) or Rule 15d-15(f) of the Exchange Act. Our internal control over financial reporting includes those policies and procedures that (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and disposition of assets; (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures are being made only in accordance with authorizations of management and the directors of the Company; and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements prepared for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management conducted an evaluation of the effectiveness of the Company's internal control over financial reporting as of December 31, 2008 based on the framework set forth in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2008.

The effectiveness of our internal control over financial reporting as of December 31, 2008 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

CBS CORPORATION

By: /s/ LESLIE MOONVES

Leslie Moonves
President
Chief Executive Officer

By: /s/ FREDRIC G. REYNOLDS

Fredric G. Reynolds
Executive Vice President
Chief Financial Officer

By: /s/ SUSAN C. GORDON

Susan C. Gordon
Senior Vice President, Controller
Chief Accounting Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of CBS Corporation:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, stockholders' equity, comprehensive income (loss) and cash flows present fairly, in all material respects, the financial position of CBS Corporation and its subsidiaries at December 31, 2008 and 2007, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2008 in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the index appearing under Item 15(a)(2) presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express opinions on these financial statements, on the financial statement schedule, and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As discussed in Note 1 to the consolidated financial statements, the Company has changed the manner in which it accounts for uncertainty in income taxes, effective January 1, 2007, and the manner in which it accounts for defined benefit pension and other postretirement plans as of December 31, 2006.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ PRICEWATERHOUSECOOPERS LLP
New York, New York
February 25, 2009

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share amounts)

	Year Ended December 31, 2008	2007	2006
Revenues	$ 13,950.4	$ 14,072.9	$ 14,320.2
Expenses:			
Operating	8,650.7	8,329.3	8,424.8
Selling, general and administrative	2,608.7	2,666.1	2,772.7
Restructuring charges (Note 5)	136.7	—	11.6
Impairment charges (Note 3)	14,181.4	—	65.2
Depreciation and amortization	531.6	455.7	439.5
Total expenses	26,109.1	11,451.1	11,713.8
Operating income (loss)	(12,158.7)	2,621.8	2,606.4
Interest expense	(546.6)	(570.9)	(565.5)
Interest income	42.2	116.1	112.1
Gain (loss) on early extinguishment of debt	8.4	—	(6.0)
Other items, net	79.6	(34.0)	(14.3)
Earnings (loss) from continuing operations before income taxes and equity in loss of investee companies	(12,575.1)	2,133.0	2,132.7
Benefit (provision) for income taxes	919.3	(821.5)	(652.2)
Equity in loss of investee companies, net of tax	(17.6)	(80.7)	(97.6)
Net earnings (loss) from continuing operations	(11,673.4)	1,230.8	1,382.9
Discontinued operations (Note 4):			
Earnings (loss) from discontinued operations before income taxes	—	(17.0)	453.5
Benefit (provision) for income taxes	—	33.2	(175.9)
Net earnings from discontinued operations	—	16.2	277.6
Net earnings (loss)	$ (11,673.4)	$ 1,247.0	$ 1,660.5
Basic earnings (loss) per common share:			
Net earnings (loss) from continuing operations	$ (17.43)	$ 1.72	$ 1.81
Net earnings from discontinued operations	$ —	$ .02	$ .36
Net earnings (loss)	$ (17.43)	$ 1.75	$ 2.17
Diluted earnings (loss) per common share:			
Net earnings (loss) from continuing operations	$ (17.43)	$ 1.70	$ 1.79
Net earnings from discontinued operations	$ —	$ .02	$ .36
Net earnings (loss)	$ (17.43)	$ 1.73	$ 2.15
Weighted average number of common shares outstanding:			
Basic	669.8	713.8	765.2
Diluted	669.8	721.9	771.8
Dividends per common share	$ 1.06	$ ..94	$ ..74

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts)

	At December 31, 2008	At December 31, 2007
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 419.5	$ 1,346.9
Receivables, less allowances of $143.9 (2008) and $141.3 (2007)	2,749.9	2,678.0
Programming and other inventory (Note 6)	1,027.3	971.9
Deferred income tax assets, net (Note 12)	318.7	273.7
Prepaid expenses	181.1	177.6
Other current assets	488.2	573.7
Current assets of discontinued operations (Note 4)	8.1	9.1
Total current assets	5,192.8	6,030.9
Property and Equipment:		
Land	337.1	334.6
Buildings	702.3	647.7
Capital leases	196.8	215.7
Advertising structures	1,885.5	1,808.9
Equipment and other	1,777.8	1,676.5
	4,899.5	4,683.4
Less accumulated depreciation and amortization	1,891.2	1,761.9
Net property and equipment	3,008.3	2,921.5
Programming and other inventory (Note 6)	1,578.1	1,548.5
Goodwill (Note 3)	8,647.8	18,452.0
Intangible assets (Note 3)	7,104.2	10,081.3
Other assets	1,260.9	1,297.4
Assets of discontinued operations (Note 4)	97.2	98.6
Total Assets	$ 26,889.3	$ 40,430.2
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 462.8	$ 352.3
Accrued expenses	791.7	755.2
Accrued compensation	370.7	401.5
Participants' share and royalties payable	962.3	612.5
Program rights	840.1	1,009.7
Deferred revenue	392.0	378.8
Income taxes payable	42.9	39.6
Current portion of long-term debt (Note 9)	21.3	19.1
Other current liabilities	899.8	818.8
Current liabilities of discontinued operations (Note 4)	17.3	17.1
Total current liabilities	4,800.9	4,404.6
Long-term debt (Note 9)	6,974.8	7,068.6
Pension and postretirement benefit obligations (Note 13)	2,273.7	1,695.9
Deferred income tax liabilities, net (Note 12)	345.1	1,947.2
Other liabilities	3,617.3	3,535.7
Liabilities of discontinued operations (Note 4)	280.2	305.8
Commitments and contingencies (Note 14)		
Stockholders' Equity:		
Class A Common Stock, par value $.001 per share; 375.0 shares authorized; 57.7 (2008) 59.5 (2007) shares issued	.1	.1
Class B Common Stock, par value $.001 per share; 5,000.0 shares authorized; 733.5 (2008) 727.1 (2007) shares issued	.7	.7
Additional paid-in capital	43,495.0	44,089.6
Accumulated deficit	(30,598.2)	(18,924.8)
Accumulated other comprehensive income (loss) (Note 1)	(606.9)	10.1
	12,290.7	25,175.7
Less treasury stock, at cost; 120.4 (2008) and 114.7 (2007) Class B Shares	3,693.4	3,703.3
Total Stockholders' Equity	8,597.3	21,472.4
Total Liabilities and Stockholders' Equity	$ 26,889.3	$ 40,430.2

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31, 2008	2007	2006
Operating Activities:			
Net earnings (loss)	$(11,673.4)	$ 1,247.0	$ 1,660.5
Less: Net earnings from discontinued operations	—	16.2	277.6
Net earnings (loss) from continuing operations	(11,673.4)	1,230.8	1,382.9
Adjustments to reconcile net earnings (loss) from continuing operations to net cash flow provided by operating activities:			
Depreciation and amortization	531.6	455.7	439.5
Impairment charges	14,181.4	—	65.2
Deferred income tax (benefit) provision	(1,221.7)	232.3	316.5
Write-down of investments	71.1	24.8	6.2
(Gain) loss on early extinguishment of debt	(8.4)	—	6.0
Net gain on dispositions	(133.3)	(12.9)	(34.7)
Stock-based compensation	137.9	106.6	64.3
Equity in loss of investee companies, net of tax and distributions	23.4	88.4	106.5
Amortization of deferred financing costs	4.9	5.0	5.4
Change in operating assets and liabilities:			
(Increase) decrease in receivables	(126.8)	282.9	(215.0)
Decrease (increase) in inventory and related program and participation liabilities, net	243.9	(75.0)	151.8
Decrease (increase) in other assets	67.5	(19.4)	136.4
Decrease in accounts payable and accrued expenses	(142.4)	(278.9)	(176.6)
Increase (decrease) in income taxes	55.6	44.8	(247.9)
Increase (decrease) in deferred revenue	49.2	99.3	(4.0)
Other, net	86.0	(4.0)	—
Net cash flow provided by operating activities from continuing operations	2,146.5	2,180.4	2,002.5
Net cash flow provided by (used for) operating activities from discontinued operations (Note 4)	—	4.8	(114.1)
Net cash flow provided by operating activities	2,146.5	2,185.2	1,888.4
Investing Activities:			
Acquisitions, net of cash acquired	(2,035.3)	(410.0)	(97.9)
Capital expenditures	(474.1)	(469.1)	(394.1)
Investments in and advances to investee companies	(40.2)	(42.3)	(110.0)
Proceeds from dispositions	198.2	562.2	1,384.6
Proceeds from sales of investments	212.7	49.0	2.5
Net (payments to) receipts from Viacom Inc. related to the Separation	(7.7)	172.5	65.6
Other, net	(7.7)	2.6	(1.2)
Net cash flow (used for) provided by investing activities from continuing operations	(2,154.1)	(135.1)	849.5
Net cash flow used for investing activities from discontinued operations (Note 4)	—	—	(34.5)
Net cash flow (used for) provided by investing activities	(2,154.1)	(135.1)	815.0
Financing Activities:			
(Repayments to) borrowings from banks, net	(5.3)	1.7	(4.8)
Repayment of notes	(183.2)	(660.0)	(832.0)
Proceeds from issuance of notes	—	678.0	—
Payment of capital lease obligations	(17.2)	(16.8)	(14.7)
Dividends	(705.4)	(640.3)	(519.1)
Purchase of Company common stock	(46.4)	(3,351.3)	(6.2)
Proceeds from exercise of stock options	31.2	201.7	91.1
Excess tax benefit from stock-based compensation	6.5	8.9	1.6
Other, net	—	.3	—
Net cash flow used for financing activities	(919.8)	(3,777.8)	(1,284.1)
Net (decrease) increase in cash and cash equivalents	(927.4)	(1,727.7)	1,419.3
Cash and cash equivalents at beginning of year	1,346.9	3,074.6	1,655.3
Cash and cash equivalents at end of year	$ 419.5	$ 1,346.9	$ 3,074.6

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In millions)

	Year Ended December 31,					
	2008		2007		2006	
	Shares	Amount	Shares	Amount	Shares	Amount
Class A Common Stock:						
Balance, beginning of year	59.5	$ .1	61.5	$ .1	65.7	$ .1
Conversion of A shares into B shares	(1.8)	—	(2.0)	—	(4.2)	—
Balance, end of year	57.7	.1	59.5	.1	61.5	.1
Class B Common Stock:						
Balance, beginning of year	727.1	.7	715.5	.7	695.0	.7
Exercise of stock options	1.4	—	8.8	—	5.7	—
Conversion of A shares into B shares	1.8	—	2.0	—	4.2	—
Retirement of Treasury Stock	(2.1)	—	(.5)	—	(.2)	—
Issuance of stock for RSU and restricted share vests	5.3	—	1.3	—	.6	—
Issuance of stock for CSTV acquisition	—	—	—	—	10.2	—
Balance, end of year	733.5	.7	727.1	.7	715.5	.7
Additional Paid-In Capital:						
Balance, beginning of year		44,089.6		44,259.3		44,304.4
Exercise of stock options		29.0		203.8		91.1
Stock-based compensation		139.1		105.2		64.3
Tax benefits related to employee stock-based transactions		24.4		31.5		26.8
Retirement of Treasury Stock		(46.4)		(16.3)		(11.5)
Dividends		(725.9)		(667.1)		(573.2)
Spin-off of Viacom Inc.		(16.7)		173.2		84.7
Issuance of stock options for CNET acquisition		1.9		—		—
CSTV acquisition		—		—		272.7
Balance, end of year		43,495.0		44,089.6		44,259.3
Accumulated Deficit:						
Balance, beginning of year		(18,924.8)		(20,175.9)		(21,836.4)
Net earnings (loss)		(11,673.4)		1,247.0		1,660.5
Adoption of FIN 48		—		4.1		—
Balance, end of year		(30,598.2)		(18,924.8)		(20,175.9)
Accumulated Other Comprehensive Income (Loss):						
Balance, beginning of year		10.1		(246.3)		(397.5)
Other comprehensive income (loss)		(617.0)		256.4		202.3
Adoption of SFAS 158		—		—		(51.1)
Balance, end of year		(606.9)		10.1		(246.3)
Treasury Stock, at cost:						
Balance, beginning of year	114.7	(3,703.3)	8.6	(315.4)	9.0	(334.3)
Class A Common Stock purchased	—	—	—	(.8)	—	—
Class B Common Stock purchased	8.1	(46.4)	106.9	(3,414.5)	.2	(6.2)
Issuance of stock for deferred compensation	(.3)	9.9	(.3)	11.1	(.4)	13.6
Retirement of Treasury Stock	(2.1)	46.4	(.5)	16.3	(.2)	11.5
Balance, end of year	120.4	(3,693.4)	114.7	(3,703.3)	8.6	(315.4)
Total Stockholders' Equity		$ 8,597.3		$ 21,472.4		$ 23,522.5

See notes to consolidated financial statements.

CBS CORPORATION AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In millions)

	Year Ended December 31, 2008	2007	2006
Net Earnings (Loss)	$ (11,673.4)	$ 1,247.0	$ 1,660.5
Other Comprehensive Income (Loss) from continuing operations, net of tax:			
Cumulative translation adjustments	(216.3)	154.0	127.2
Net actuarial (loss) gain and prior service costs (Note 13)	(397.3)	102.7	—
Minimum pension liability adjustment	—	—	92.7
Unrealized (loss) gain on securities	(23.5)	(14.7)	1.2
Reclassification adjustment for net realized loss on securities	20.1	14.2	.5
Change in fair value of cash flow hedges	—	.2	(.2)
Total Other Comprehensive Income (Loss) from continuing operations, net of tax	(617.0)	256.4	221.4
Other Comprehensive Loss from discontinuedoperations, net of tax	—	—	(19.1)
Total Other Comprehensive Income (Loss), net of tax	(617.0)	256.4	202.3
Total Comprehensive Income (Loss)	$ (12,290.4)	$ 1,503.4	$ 1,862.8

See notes to consolidated financial statements.

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business—CBS Corporation (together with its consolidated subsidiaries unless the context otherwise requires, the "Company" or "CBS Corp.") is comprised of the following segments: Television (CBS Television, comprised of the CBS Television Network, television stations, its television production and syndication operations and CBS College Sports Network; and Showtime Networks), Radio (CBS Radio), Outdoor (CBS Outdoor), Interactive (CBS Interactive, comprised of Internet brands including CNET, CBS.com, CBSSports.com, TV.com, BNET and Last.fm) and Publishing (Simon & Schuster).

On June 30, 2008, the Company completed the acquisition of CNET Networks, Inc. ("CNET"). (See Note 2.) CNET has been included in the Company's results since its acquisition. In connection with the acquisition, the Company has combined its existing interactive businesses, which were previously reported in the Television segment, with those of CNET and realigned its management structure to create a separate Interactive segment. Prior period results have been reclassified to conform to this presentation.

During 2006, the Company sold Paramount Parks and as a result, Paramount Parks is presented as a discontinued operation in the consolidated financial statements.

Principles of Consolidation—The consolidated financial statements include the accounts of CBS Corp. and all of its subsidiaries in which a controlling interest is maintained. Controlling interest is determined by majority ownership interest and the absence of substantive third party participating rights. The Company applies the guidelines set forth in Financial Accounting Standards Board ("FASB") Interpretation No. 46R, "Consolidation of Variable Interest Entities, an Interpretation of ARB No. 51" ("FIN 46R") in assessing its interests in variable interest entities to decide whether to consolidate that entity. Investments over which the Company has a significant influence or ownership of more than 20% but less than or equal to 50%, without a controlling interest, are accounted for under the equity method. Investments of 20% or less, over which the Company has no significant influence, are accounted for under the cost method if the fair value is not readily determinable, and are accounted for under Statement of Financial Accounting Standards ("SFAS") No. 115, "Accounting for Certain Investments in Debt and Equity Securities" ("SFAS 115") if the fair value is readily determinable. All significant intercompany transactions have been eliminated.

Reclassifications—Certain amounts reported for prior years have been reclassified to conform to the current year's presentation.

Use of Estimates—The preparation of the Company's financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. The Company bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

Cash and Cash Equivalents—Cash and cash equivalents consist of cash on hand and short-term (maturities of three months or less at the date of purchase) highly liquid investments, including money market funds, commercial paper and bank time deposits.

(Tabular dollars in millions, except per share amounts)

Programming Inventory—The Company acquires rights to programming and produces programming to exhibit on its broadcast and cable networks, and broadcast television and radio stations. The costs incurred in acquiring and producing programs are capitalized and amortized over the license period or projected useful life of the programming. Program rights and the related liabilities are recorded at the gross amount of the liabilities when the license period has begun, the cost of the program is determinable, and the program is accepted and available for airing.

Television programming costs (which include direct production costs, production overhead and acquisition costs) are stated at the lower of amortized cost or net realizable value. Estimates for remaining total lifetime revenues are limited to the amount of revenue contracted for each episode in the initial market. Accordingly, television programming costs and participation costs incurred in excess of the amount of revenue contracted for each episode in the initial market are expensed as incurred on an episode by episode basis. Once it can be demonstrated that the program can be successfully licensed in the secondary market, estimates for all secondary market revenues such as domestic and foreign syndication, basic cable, home entertainment and merchandising are included in the estimated lifetime revenues of such television programming. Television programming costs incurred subsequent to the establishment of the secondary market are initially capitalized and amortized, and estimated liabilities for participations are accrued, based on the proportion that current period revenues bear to the estimated remaining total lifetime revenues. These estimates are periodically reviewed and adjustments, if any, will result in changes to amortization rates and estimated accruals for participations.

Property and Equipment—Property and equipment is stated at cost. Depreciation is computed by the straight-line method over estimated useful lives as follows:

Buildings (including capital leases)	20 to 40 years
Leasehold improvements	4 to 15 years
Advertising structures	5 to 20 years
Equipment and other (including capital leases)	3 to 20 years

Depreciation expense, including capitalized lease amortization, was $413.0 million (2008), $359.5 million (2007) and $340.6 million (2006). Amortization expense related to capital leases was $17.6 million (2008), $17.2 million (2007) and $16.3 million (2006). Accumulated amortization of capital leases was $80.3 million at December 31, 2008 and $110.6 million at December 31, 2007.

Impairment of Long-Lived Assets—The Company assesses long-lived assets and intangible assets, other than goodwill and intangible assets with indefinite lives, for impairment whenever there is an indication that the carrying amount of the asset may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted cash flows generated by those assets to their net carrying value. The amount of impairment loss, if any, will generally be measured by the difference between the net book value of the assets and the estimated fair value of the related assets.

Impairment of Investments—Investments are reviewed for impairment on a quarterly basis by comparing their fair value to their respective carrying amounts each quarter. The Company determines the fair value of its public company investments by reference to their publicly traded stock price. With respect to private company investments, the Company makes its estimate of fair value by considering recent investee equity transactions, discounted cash flow analyses, estimates based on comparable public company operating cash flow multiples and, in certain situations, balance sheet liquidation values. If the fair value of the investment has dropped below the carrying amount, management considers several factors when determining whether an other-than-temporary decline has occurred. These factors include the length of the time and the extent to which the estimated fair value or market value has been below carrying value, the financial condition and near-term prospects of the investee, the intent and ability of the Company to retain its investment in the investee for a period of time sufficient to allow for any anticipated recovery in market value, and other factors influencing the fair market value, such as general market conditions.

Goodwill and Intangible Assets—In accordance with SFAS No. 142, "Goodwill and Other Intangible Assets" ("SFAS 142"), the Company's intangible assets are considered to have finite or indefinite lives and are allocated to various reporting units, which are generally one level below the Company's operating segments. Intangible assets with finite lives, which primarily consist of leasehold and franchise agreements, are generally amortized by the straight-line method over their estimated useful lives, which range from 3 to 40 years. Intangible assets with indefinite lives, which consist primarily of FCC licenses, certain trade names and goodwill, are not amortized but are tested for impairment on an annual basis and between annual tests if events occur or circumstances change that would more likely than not reduce the fair value below its carrying amount. If the carrying value of goodwill or the intangible asset exceeds its fair value, an impairment loss is recognized as a non-cash charge.

Other Liabilities—Other liabilities consist primarily of the non-current portion of residual liabilities of previously disposed businesses, program rights, participants' share and royalties payable, deferred compensation and other employee benefit accruals.

Discontinued Operations—The consolidated financial statements of the Company presents Paramount Parks as a discontinued operation in accordance with SFAS No. 144, "Accounting for Impairment or Disposal of Long-Lived Assets" ("SFAS 144").

Certain businesses that have been previously disposed of by the Company prior to January 1, 2002, were accounted for as discontinued operations in accordance with Accounting Principles Board ("APB") Opinion No. 30. Assets and liabilities remaining in discontinued operations related to these businesses primarily include aircraft leases that are generally expected to liquidate in accordance with contractual terms.

Revenue Recognition—Advertising revenues, net of agency commissions, are recognized in the period during which advertising spots are aired or displayed. If there is a guarantee to deliver a targeted audience rating, revenues are recognized for the actual audience rating delivered, based on the ratings data published by independent audience ratings measurement companies. Revenues are deferred for any shortfall in the audience rating with respect to an advertising spot until such time as the required audience rating is delivered. Revenues from the sale of outdoor advertising space are recognized ratably over the contract terms.

Television license fees are recognized in the period that the television series is available for telecast and therefore may cause fluctuations in operating results. Television series initially produced for networks and first-run syndication are generally licensed to domestic and international markets concurrently. The more successful network series are later syndicated in domestic and certain international markets. The length of the revenue cycle for television series will vary depending on the number of seasons a series remains in active production. Estimates for all secondary market revenues such as domestic and foreign syndication, basic cable, home entertainment and merchandising are not included in the estimated lifetime revenues of a television series until it is demonstrated that the program can be successfully licensed in such secondary market.

Subscriber fees for cable networks are recognized in the period the service is provided. Costs for advertising and marketing services provided by cable, satellite and other distributors are recorded in selling, general and administrative ("SG&A") expenses in accordance with the guidance in Emerging Issues Task Force ("EITF") No 01-09, "Accounting for Consideration Given by a Vendor to a Customer (Including a Reseller of the Vendor's Products)."

Publishing revenues are recognized when merchandise is shipped.

Deferred revenue primarily consists of advanced billings to licensees under television licensing arrangements and revenues related to television advertising arrangements for which the revenue has not yet been earned. The amounts classified as current are expected to be earned within the next twelve months.

Sales of Multiple Products or Services—The Company follows EITF No. 00-21, "Revenue Arrangements with Multiple Deliverables" for recognition of revenues derived from a single contract that contains multiple products or services.

Advertising—Advertising costs are expensed as incurred. The Company incurred total advertising expenses of $344.5 million (2008), $348.1 million (2007) and $369.5 million (2006).

Sales Returns and Allowances—The Company records a provision for sales returns and allowances at the time of sale based upon historical trends which allow for a percentage of revenue recognized.

Interest—Costs associated with the refinancing or issuance of debt, as well as debt discounts or premiums, are recorded as interest over the term of its related debt. The Company may enter into interest rate exchange agreements; the amount to be paid or received under such agreements would be accrued as interest rates change and recognized over the life of the agreements as an adjustment to interest expense.

Foreign Currency Translation and Transactions—The Company's foreign subsidiaries' assets and liabilities are translated at foreign exchange rates in effect at the balance sheet date, while results of operations are translated at average foreign exchange rates for the respective periods. The resulting translation gains or losses are included as a separate component of stockholders' equity in accumulated other comprehensive income (loss). Foreign currency transaction gains and losses have been included in "Other items, net" in the Consolidated Statements of Operations.

Provision for Doubtful Accounts—The provision for doubtful accounts charged to expense was $40.3 million (2008), $29.4 million (2007) and $39.9 million (2006).

Net Earnings (Loss) per Common Share—Basic earnings (loss) per share ("EPS") is based upon net earnings (loss) divided by the weighted average number of common shares outstanding during the period. Diluted EPS reflects the effect of the assumed exercise of stock options and vesting of restricted stock units ("RSUs"), market-based performance share units ("PSUs") and restricted shares only in the periods in which such effect would have been dilutive. For the year ended December 31, 2008, options to purchase 36.5 million shares of Class B Common Stock and 14.2 million RSUs, PSUs and restricted shares were outstanding but excluded from the calculation of diluted EPS because their inclusion would have been anti-dilutive since the Company reported a net loss. For the years ended December 31, 2007 and 2006, respectively, options to purchase 22.7 million and 33.5 million shares of Class B Common Stock were outstanding but excluded from the calculation of diluted EPS because their inclusion would have been anti-dilutive.

The table below presents a reconciliation of weighted average shares used in the calculation of basic and diluted EPS.

Year Ended December 31,	2008	2007	2006
(in millions)			
Weighted average shares for basic EPS	669.8	713.8	765.2
Dilutive effect of shares issuable under stock-based compensation plans	—	8.1	6.6
Weighted average shares for diluted EPS	669.8	721.9	771.8

Comprehensive Income (Loss)—As of December 31, 2008, the components of accumulated other comprehensive income (loss) are net of the following tax benefits: $598.3 million for net actuarial gain (loss) and prior service costs related to pension and other postretirement benefits plans and $.9 million for unrealized gain (loss) on securities.

	Cumulative Translation Adjustments	Net Actuarial Gain (Loss) and Prior Service Costs	Minimum Pension Liability Adjustment	Change in Fair Value of Cash Flow Hedges	Unrealized Gain (Loss) on Securities	Other Comprehensive Income (Loss) from Discontinued Operations	Accumulated Other Comprehensive Income (Loss)
At December 31, 2005	$ 235.9	$ —	$ (653.5)	$ —	$ 1.0	$ 19.1	$ (397.5)
2006 Activity	127.2	—	92.7	(.2)	1.7	(19.1)	202.3
Adoption of SFAS 158	—	(611.9)	560.8	—	—	—	(51.1)
At December 31, 2006	363.1	(611.9)	—	(.2)	2.7	—	(246.3)
2007 Activity	154.0	102.7	—	.2	(.5)	—	256.4
At December 31, 2007	517.1	(509.2)	—	—	2.2	—	10.1
2008 Activity	(216.3)	(397.3) [a]	—	—	(3.4)	—	(617.0)
At December 31, 2008	$ 300.8	$ (906.5)	$ —	$ —	$ (1.2)	$ —	$ (606.9)

(a) Primarily reflects actuarial losses resulting from pension plan asset performance. (See Note 13.)

Stock-based Compensation—In accordance with SFAS No. 123 (revised 2004), "Share-Based Payment" ("SFAS 123R"), the Company measures the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award. The cost is recognized over the vesting period during which an employee is required to provide service in exchange for the award.

The following table summarizes the Company's stock-based compensation expense for the years ended December 31, 2008, 2007 and 2006:

Year Ended December 31,	2008	2007	2006
RSUs, PSUs and restricted shares	$121.4	$ 96.6	$ 47.4
Stock options and equivalents	16.5	10.0	16.9
Stock-based compensation expense, before income taxes	137.9	106.6	64.3
Tax benefit	(55.2)	(42.2)	(25.4)
Stock-based compensation expense, net of tax	$ 82.7	$ 64.4	$ 38.9

Company Common Stock Held by Subsidiaries—In connection with a restructuring of the Company's international subsidiaries in 2007, certain wholly owned subsidiaries hold 179.3 million shares of CBS Corp. Class B Common Stock, of which 47.3 million shares were repurchased through an accelerated share repurchase transaction and 132.0 million shares were issued by the Company to wholly owned subsidiaries. The 47.3 million repurchased shares are reflected as treasury shares and the 132.0 million shares are eliminated in consolidation.

Adoption of New Accounting Standards—Effective January 1, 2008, the Company adopted SFAS No. 157, "Fair Value Measurements" ("SFAS 157") for its financial assets and liabilities. SFAS 157 establishes a framework for measuring fair value under generally accepted accounting principles and expands disclosures about fair value measurements. The adoption of SFAS 157 on January 1, 2008 did not have a material effect on the Company's consolidated financial statements. (See Note 15.)

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115" ("SFAS 159"). SFAS 159 permits entities to choose to measure many financial instruments and certain other items at fair value with changes in fair value recognized in earnings for each reporting period. The adoption of SFAS 159 on January 1, 2008 did not have any effect on the Company's consolidated financial statements as the Company did not elect any eligible items for fair value measurement.

Effective January 1, 2007, the Company adopted FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109" ("FIN 48"). FIN 48 clarifies the accounting for uncertainty in income taxes by prescribing a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In addition, FIN 48 provides guidance on derecognition of income tax positions, classification of income tax liabilities, accounting for interest and penalties associated with unrecognized tax benefits, accounting for uncertain tax positions in interim periods, and income tax disclosures. The adoption of FIN 48 on January 1, 2007 did not have a material impact on the Company's consolidated financial statements. (See Note 12.)

Effective December 31, 2006, the Company adopted SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans—an amendment of FASB Statements No. 87, 88, 106, and 132(R)" ("SFAS 158"). SFAS 158 requires the balance sheet recognition of the overfunded or underfunded status of each defined benefit pension plan and other postretirement benefit plan as an asset or a liability along with a corresponding after-tax adjustment to accumulated other comprehensive income (loss) included in stockholders' equity. The incremental effect of the adoption was a decrease of $51.1 million to stockholders' equity at December 31, 2006.

Recent Pronouncements—In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities—an amendment of FASB Statement No. 133" ("SFAS 161") effective for financial statements issued for fiscal years and interim periods beginning after November 15, 2008. SFAS 161 requires an entity to provide enhanced disclosures about derivative instruments and hedging activities.

In February 2008, the FASB issued FASB Staff Position ("FSP") No. FAS 157-2, "Effective Date of FASB Statement No. 157", which delays the effective date of SFAS 157 for nonfinancial assets and liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually), to fiscal years beginning after November 15, 2008 and interim periods within those fiscal years.

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS 141R"), effective for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008. SFAS 141R establishes principles and requirements for how an acquirer recognizes and measures identifiable assets acquired, liabilities assumed, any noncontrolling interest in the acquiree and goodwill. SFAS 141R also expands disclosure requirements for business combinations.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements—an amendment of ARB No. 51" ("SFAS 160") effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2008. SFAS 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. The adoption of SFAS 160 is not expected to have a material effect on the Company's consolidated financial statements.

2) ACQUISITIONS AND DISPOSITIONS

Acquisitions

On June 30, 2008, the Company completed the acquisition of all of the outstanding shares of CNET common stock for $11.50 per share, for a total of $1.8 billion. The results of CNET have been included in the Interactive segment since its acquisition. The excess purchase price over the estimated fair value of the tangible and identifiable intangible net assets acquired of $1.29 billion was allocated to goodwill. The goodwill from the CNET acquisition primarily represents the Company's expectation of future growth for its interactive businesses. By combining CNET with its existing Internet brands and leveraging CBS Corp.'s existing relationships, the Company is better positioned to be competitive in the interactive marketplace. The Company intends to grow its interactive businesses by, among other factors, introducing its existing advertising relationships to the CNET businesses; bringing its entertainment, sports and news content to the Internet utilizing CNET's significant Internet presence; and eliminating duplicate efforts thereby realizing meaningful cost savings.

On April 23, 2008, the Company acquired International Outdoor Advertising Group ("IOA"), the leading out-of-home advertising company in South America, for $110.8 million. IOA has been included as part of the Outdoor segment since the date of acquisition.

On October 5, 2007, the Company acquired SignStorey, Inc., a distributor of video programming and advertising content to retail stores, for $71.5 million. SignStorey, Inc. has been renamed CBS Outernet and has been included as part of the Outdoor segment since the date of acquisition.

On May 30, 2007, the Company acquired Last.fm, a global, community-based, music discovery website, for approximately $280 million. Last.fm has been included as part of the Interactive segment since the date of acquisition.

On January 5, 2006, the Company acquired CSTV Networks for a purchase price of approximately $325 million, comprised of 10.2 million shares of CBS Corp. Class B Common Stock and $52 million in cash. CSTV Networks has been renamed CBS College Sports Network and its television and interactive operations have been included as part of the Television and Interactive segments, respectively, since the date of acquisition.

Dispositions

On December 22, 2008, the Company signed an agreement with Wilks Broadcasting to sell three of its radio stations in Denver for $19.5 million. In addition, on December 15, 2008, the Company announced that it entered into an agreement with Clear Channel Communications, Inc. to swap five of the Company's mid-size market radio stations in Baltimore, Portland, Sacramento and Seattle, for two radio stations in Houston, a top 10 radio market. These transactions are subject to customary closing conditions. During 2008, the Company recorded a pre-tax non-cash impairment charge of $62.0 million to reduce the carrying value of intangible assets and the allocated goodwill in connection with these sales.

During June 2008, the Company sold its 37% investment in Sundance Channel for $170.0 million resulting in a pre-tax gain of $129.8 million included in "Other Items, net" in the Consolidated Statements of Operations for the year ended December 31, 2008.

On January 10, 2008, the Company completed the sale of seven of its owned television stations in Austin, Salt Lake City, Providence and West Palm Beach to Cerberus Capital Management, L.P. for $185.0 million. In connection with the agreement to sell these stations, a pre-tax impairment charge of $65.2 million was recorded in the consolidated financial statements for the year ended December 31, 2006 to reduce the carrying value of the allocated goodwill.

On April 16, 2007, the Company completed an exchange agreement with Liberty Media Corporation under which the stock of a subsidiary of the Company which held CBS Corp.'s Green Bay television station and its satellite television station, valued at $64.0 million, and $169.8 million in cash was exchanged for the 7.6 million shares of CBS Corp. Class B Common Stock held by Liberty Media Corporation.

During 2007, the Company completed the sales of 34 radio stations in nine of its smaller markets for $543.4 million. During 2006, the Company completed the sale of five radio stations in one small market for $125.0 million.

On June 30, 2006, the Company completed the sale of Paramount Parks to Cedar Fair, L.P. for $1.24 billion. (See Note 4.)

3) GOODWILL AND INTANGIBLE ASSETS

SFAS 142 requires the Company to perform a fair value-based impairment test of goodwill and other intangible assets with indefinite lives annually and also between annual tests if an event occurs or if circumstances change that would more likely than not reduce the fair value of a reporting unit or an indefinite-lived intangible asset below its book value. During the third quarter of 2008, the Company performed an interim impairment test as a result of its assessment of factors including the continuation of adverse market conditions, which affected the Company's market value and trading multiples for entities within the Company's industry, as well as the continued economic slowdown which adversely affected the Company's advertising revenues, primarily at the Company's local businesses. The first step of the goodwill impairment test examined whether the book value of each of the Company's reporting units, which are generally one level below the operating segment level, exceeded its fair value. If the book value of the reporting unit exceeded its fair value, the second step of the test required the Company to then compare the implied fair value of that reporting unit's goodwill with the book value of its goodwill.

The estimated fair value of each reporting unit was computed principally based upon the present value of future cash flows (Discounted Cash Flow Method) and both the traded and transaction values of comparable businesses (Market Comparable Method). The Discounted Cash Flow Method and Market Comparable Method resulted in substantially equal fair values. For the impairment test of intangible assets with indefinite lives, the fair value of the intangible asset was compared with its book value. The estimated fair value of intangible assets was computed using the Discounted Cash Flow Method.

As a result of this interim impairment test, the Company recorded a non-cash impairment charge of $14.12 billion during the third quarter of 2008 to reduce the carrying value of goodwill by $10.99 billion and intangible assets by $3.13 billion. The charge was reflected as a reduction to goodwill at the Television segment of $5.81 billion, the Radio segment of $2.33 billion and the Outdoor segment of $2.85 billion as well as a reduction to the carrying value of intangible assets related to FCC licenses at the Television segment of $2.13 billion and the Radio segment of $984.6 million, and franchise agreements at the Outdoor segment of $8.2 million.

Also in 2008, in connection with the sale of certain of its radio stations, the Company recorded a pre-tax impairment charge of $62.0 million to reduce the carrying value of intangible assets by $30.4 million and the allocated goodwill by $31.6 million. In 2006, in connection with the sale of seven of its owned television stations, the Company recorded a pre-tax impairment charge of $65.2 million to reduce the carrying value of the allocated goodwill. (See Note 2.)

The Company also performed its annual SFAS 142 impairment test during the fourth quarter of 2008. The assumptions underlying the Company's Discounted Cash Flow model for all of its reporting units were revised to reflect further slowdown of worldwide economic conditions. The Company also evaluated the reasonableness of its estimated fair values of the individual reporting units as compared to the Company's overall market capitalization during the fourth quarter. The Company's market capitalization during that period was below the aggregate fair value of its reporting units. The Company believes the substantial decrease in its traded market value during the fourth quarter of 2008 was largely due to factors which did not impact the fair value of its reporting units to the same extent. These factors included liquidity and credit concerns in the overall market and the market's perceived risk in advertising-based businesses during an economic slowdown. The Company believes the aggregate fair value of its reporting units computed based on the Discounted Cash Flow Method and Market Comparable Method represents the best estimate of its future performance and therefore, is a more accurate fair value of the Company.

The fourth quarter 2008 annual SFAS 142 impairment test did not result in any additional 2008 impairment charges. However, due to the uncertainty of future economic conditions and their impact on the Company's financial performance, further downward revisions to the estimated fair values of certain reporting units or intangible assets could result in a future impairment charge.

(Tabular dollars in millions, except per share amounts)

For the years ended December 31, 2008 and 2007, the changes in the book value of goodwill by segment were as follows:

	Balance at December 31, 2007	Acquisitions	Dispositions	Impairment	Other [(a)]	Balance at December 31, 2008
Television	$ 8,877.1	$ —	$ (35.2)	$ (5,808.5)	$ (32.5)	$ 3,000.9
Radio	4,334.4	—	—	(2,365.7)	(39.5)	1,929.2
Outdoor	4,753.4	119.3	—	(2,847.0)	(92.0)	1,933.7
Interactive	70.6	1,297.2	—	—	.3	1,368.1
Publishing	416.5	—	—	—	(.6)	415.9
Total	$ 18,452.0	$1,416.5	$ (35.2)	$ (11,021.2)	$ (164.3)	$ 8,647.8

	Balance at December 31, 2006	Acquisitions	Dispositions	Other [(a)]	Balance at December 31, 2007
Television	$ 8,716.2	$ 300.9	$ (36.1)	$ (103.9)	$ 8,877.1
Radio	5,088.6	—	(255.0)	(499.2)	4,334.4
Outdoor	4,563.9	61.3	—	128.2	4,753.4
Interactive	36.7	38.2	—	(4.3)	70.6
Publishing	416.1	—	—	.4	416.5
Total	$ 18,821.5	$ 400.4	$ (291.1)	$ (478.8)	$ 18,452.0

(a) Primarily includes purchase price adjustments for acquisitions, primarily tax-related, and foreign currency translation adjustments.

At December 31, 2008 and December 31, 2007, the Company had $7.10 billion and $10.08 billion of intangible assets, respectively. Amortization expense relating to intangible assets was $118.6 million (2008), $96.2 million (2007) and $98.9 million (2006).

The Company's intangible assets were as follows:

At December 31, 2008	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Leasehold agreements	$ 866.5	$ (448.3)	$ 418.2
Franchise agreements	504.3	(233.9)	270.4
Other intangible assets	461.8	(192.3)	269.5
Total intangible assets subject to amortization	1,832.6	(874.5)	958.1
FCC licenses	5,977.3	—	5,977.3
Trade names	168.8	—	168.8
Total intangible assets	$ 7,978.7	$ (874.5)	$ 7,104.2

At December 31, 2007	Gross	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Leasehold agreements	$ 854.9	$ (426.1)	$ 428.8
Franchise agreements	516.8	(216.0)	300.8
Other intangible assets	278.4	(151.2)	127.2
Total intangible assets subject to amortization	1,650.1	(793.3)	856.8
FCC licenses	9,224.5	—	9,224.5
Total intangible assets	$ 10,874.6	$ (793.3)	$ 10,081.3

(Tabular dollars in millions, except per share amounts)

The Company expects its aggregate annual amortization expense for existing intangible assets subject to amortization for each of the years 2009 through 2013, to be as follows:

	2009	2010	2011	2012	2013
Amortization expense	$ 131.6	$ 126.2	$ 113.9	$ 92.8	$ 82.2

4) DISCONTINUED OPERATIONS

During 2006, Paramount Parks was sold to Cedar Fair, L.P. for $1.24 billion and as a result, Paramount Parks has been presented as a discontinued operation in the consolidated financial statements.

For the year ended December 31, 2007, net earnings from discontinued operations of $16.2 million principally reflected adjustments to the gain on the sale of Paramount Parks. For the year ended December 31, 2006, net earnings from discontinued operations of $277.6 million primarily reflected the operating results and the gain on the sale of Paramount Parks.

The following table sets forth the details of CBS Corp.'s net earnings from discontinued operations for the year ended December 31, 2006.

Year Ended December 31,	2006
Revenues from discontinued operations	$ 158.9
Loss from discontinued operations	$ (1.3)
Gain on the sale of Paramount Parks	454.8
Earnings from discontinued operations before income taxes	453.5
Provision for income taxes	(175.9)
Net earnings from discontinued operations	$ 277.6

Assets and liabilities of discontinued operations included on the Consolidated Balance Sheets primarily consist of aircraft leases that are generally expected to liquidate in accordance with contractual terms.

5) RESTRUCTURING CHARGES

During 2008, as a result of weakened economic conditions, the Company reduced its cost structure across all of its segments. Accordingly, the Company recorded restructuring charges of $136.7 million, which are expected to reduce the Company's annual cost structure by approximately $220 million. The charges reflect $127.5 million of severance costs and $9.2 million of contract termination and other associated costs. During the year ended December 31, 2008, the Company paid $44.5 million of the severance costs and $1.5 million of the contract termination and other associated costs. The following table sets forth the 2008 activity for these restructuring charges by segment.

	2008 Charges	2008 Payments	Balance at December 31, 2008
Television	$ 60.5	$ (24.6)	$ 35.9
Radio	53.9	(15.0)	38.9
Outdoor	13.2	(5.4)	7.8
Interactive	3.4	(.7)	2.7
Publishing	4.2	(.3)	3.9
Corporate	1.5	—	1.5
Total	$ 136.7	$ (46.0)	$ 90.7

(Tabular dollars in millions, except per share amounts)

During September 2006, the Company combined the resources of its syndication and distribution operations. As a result, restructuring charges of $11.6 million were recorded in the Television segment during the year ended December 31, 2006. The charges reflected severance costs of $9.7 million and legal, lease termination and other expenses of $1.9 million. As of December 31, 2008 the Company had settled substantially all of these liabilities.

6) PROGRAMMING AND OTHER INVENTORY

At December 31,	2008	2007
Program rights	$ 1,915.7	$ 1,675.8
Television programming:		
Released (including acquired libraries)	551.4	717.4
In process and other	53.6	31.2
Publishing, primarily finished goods	83.7	95.0
Other	1.0	1.0
Total programming and other inventory	2,605.4	2,520.4
Less current portion	1,027.3	971.9
Total noncurrent programming and other inventory	$ 1,578.1	$ 1,548.5

7) RELATED PARTIES

National Amusements, Inc. National Amusements, Inc. ("NAI") is the controlling stockholder of CBS Corp. Mr. Sumner M. Redstone, the controlling stockholder, chairman of the board of directors and chief executive officer of NAI, is the Executive Chairman of the Board of Directors and founder of both CBS Corp. and Viacom Inc. At December 31, 2008, NAI beneficially owned CBS Corp. Class A Common Stock representing approximately 81% of the voting power of all classes of CBS Corp.'s Common Stock, and owned approximately 10% of CBS Corp.'s Class A Common Stock and Class B Common Stock on a combined basis.

Viacom Inc. For purposes of governing certain ongoing relationships between CBS Corp. and Viacom Inc. after the Separation, the Company and Viacom Inc. entered into various agreements including a separation agreement (the "Separation Agreement"), tax matters agreement and transition services agreement.

In accordance with the terms of the Separation Agreement, Viacom Inc. paid to the Company an estimated special dividend of $5.40 billion in December 2005, subject to adjustment. During 2007 and 2006, Viacom Inc. paid to the Company net adjustments to the special dividend of $170 million and $172 million, respectively, resulting in an aggregate adjustment to the special dividend of $342 million.

During July 2007, the Company purchased 869,145 shares of CBS Corp. Class A and Class B Common Stock from the Viacom Inc. 401(k) Plan for $29.8 million and Viacom Inc. purchased 2,823,178 shares of Viacom Inc. class A and class B common stock from the 401(k) plans sponsored by the Company for $120.0 million.

CBS Corp., as part of its normal course of business, enters into transactions with Viacom Inc. and its subsidiaries. CBS Corp., through its Television segment, licenses its television products to Viacom Inc., primarily MTV Networks and BET. In addition, CBS Corp. recognizes advertising revenues for media spending placed by various subsidiaries of Viacom Inc., primarily Paramount Pictures. Paramount Pictures also distributes certain of the Company's television products in the home entertainment market. CBS

(Tabular dollars in millions, except per share amounts)

Corp.'s total revenues from these transactions were $448.8 million, $292.0 million and $222.8 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Showtime Networks pays license fees to Paramount Pictures for motion picture programming under an exclusive output agreement which covers feature films initially theatrically released in the United States through 2007. Showtime Networks has exhibition rights to each film licensed under this agreement during three pay television exhibition windows over the course of several years after each such film's initial theatrical release. This agreement has not been renewed for new feature films initially theatrically released in the United States after 2007. These license fees are initially recorded as programming inventory and amortized over the shorter of the life of the license agreement or projected useful life of the programming. In addition, CBS Corp. places advertisements with and leases production facilities from various subsidiaries of Viacom Inc. The total spending for all of these transactions was $93.4 million, $172.4 million and $198.7 million for the years ended December 31, 2008, 2007 and 2006, respectively.

The following table presents the amounts due from or due to Viacom Inc. in the normal course of business as reflected on CBS Corp.'s Consolidated Balance Sheets.

At December 31,	2008		2007	
Amounts due from Viacom Inc.				
Receivables	$	182.5	$	114.8
Other assets (Receivables, noncurrent)		249.8		207.3
Total amounts due from Viacom Inc.	$	432.3	$	322.1
Amounts due to Viacom Inc.				
Accounts payable	$	6.5	$	4.7
Program rights		48.2		74.3
Other liabilities (Program rights, noncurrent)		26.5		24.3
Total amounts due to Viacom Inc.	$	81.2	$	103.3

Other Related Parties The Company owns 50% of The CW, a television broadcast network, which is accounted for by the Company as an equity investment. CBS Corp., through the Television segment, licenses its television products to The CW resulting in total revenues of $64.9 million and $107.0 million for the years ended December 31, 2008 and 2007, respectively.

The Company, through the normal course of business, is involved in transactions with other related parties that have not been material in any of the periods presented.

8) INVESTMENTS

The Company accounts for its investments over which it has significant influence or ownership of more than 20% but less than or equal to 50%, without a controlling interest, under the equity method. Such investments include but are not limited to the Company's interest in The CW (50% owned).

At December 31, 2008 and 2007, respectively, the Company had $77.0 million and $147.8 million of equity investments that are included in "Other assets" on the Consolidated Balance Sheets. During June 2008, the Company sold its 37% investment in Sundance Channel for $170.0 million resulting in a pre-tax gain of $129.8 million included in "Other items, net" in the Consolidated Statement of Operations for the year ended December 31, 2008. During 2007, the Company recorded an after-tax non-cash charge of $62.9 million in "Equity in loss of investee companies, net of tax" in the Consolidated Statement of Operations to reflect other-than-temporary declines in the market value of the Company's investments, principally Westwood One.

(Tabular dollars in millions, except per share amounts)

Investments of 20% or less, over which the Company has no significant influence, that do not have a readily determinable fair value are accounted for under the cost method. At December 31, 2008 and 2007, respectively, the Company had $21.6 million and $42.9 million of cost investments that are included in "Other assets" on the Consolidated Balance Sheets. In 2008 and 2007, the Company recorded pre-tax non-cash charges of $68.1 million and $24.8 million, respectively, in "Other items, net" in the Consolidated Statements of Operations to reflect other-than-temporary declines in the market value of the Company's cost investments.

Investments of 20% or less, over which the Company has no significant influence, that have a readily determinable fair value are accounted for under SFAS 115. At December 31, 2008 and 2007, the aggregate market value of the Company's available for sale investments was $8.7 million and $15.0 million, respectively. The market value of each individual investment was not below its carrying value on the Consolidated Balance Sheets. At December 31, 2008 and 2007, the mark-to-market adjustments in fair value for the available for sale investments which were recorded in accumulated other comprehensive income (loss) were $(2.1) million ($(1.2) million, net of tax) and $3.6 million ($2.2 million, net of tax), respectively.

9) BANK FINANCING AND DEBT

Long-term debt consists of the following [(a)]:

At December 31,	2008	2007
Notes payable to banks	$ 4.3	$ 5.3
7.70% Senior Notes due 2010	1,397.8	1,592.6
6.625% Senior Notes due 2011	948.4	947.7
8.625% Debentures due 2012	249.2	249.1
5.625% Senior Notes due 2012	590.2	599.6
8.875% Notes due 2014	98.6	98.6
7.625% Senior Debentures due 2016	199.5	199.4
4.625% Senior Notes due 2018	337.0	294.7
7.875% Debentures due 2023	224.1	224.1
7.125% Senior Notes due 2023 [(b)]	52.2	52.2
7.875% Senior Debentures due 2030	1,275.7	1,276.9
5.50% Senior Debentures due 2033	447.1	447.0
7.25% Senior Notes due 2051	335.0	335.0
6.750% Senior Notes due 2056	749.5	698.8
Other notes	.2	.8
Obligations under capital leases	120.8	108.9
Total debt [(c)]	7,029.6	7,130.7
Less discontinued operations debt [(d)] (Note 4)	33.5	43.0
Total debt of continuing operations	6,996.1	7,087.7
Less current portion	21.3	19.1
Total long-term debt of continuing operations, net of current portion	$ 6,974.8	$ 7,068.6

(a) Unless otherwise noted, the long-term debt instruments are issuances of CBS Corp. and are guaranteed by CBS Operations Inc.

(b) Issue of CBS Broadcasting Inc., a wholly owned subsidiary of CBS Corp., which is not guaranteed.

(c) At December 31, 2008 and December 31, 2007, the senior debt balances included (i) a net unamortized premium of $23.3 million and $26.2 million, respectively, and (ii) the net change in the carrying value of the debt relating to fair value hedges of $88.0 million and $(5.0) million, respectively. The face value of the Company's total debt was $6.92 billion at December 31, 2008 and $7.11 billion at December 31, 2007.

(d) Included in "Liabilities of discontinued operations" on the Consolidated Balance Sheets. During 2008 the Company repurchased $9.5 million of its 5.625% senior notes due 2012.

(Tabular dollars in millions, except per share amounts)

In December 2008, prior to maturity, the Company settled all of its $1.0 billion notional amount of interest rate swaps outstanding and received $88.4 million in cash. The increase in the carrying value of the debt attributable to the risk hedged by these interest rate swaps is being amortized as a reduction to interest expense over the term of the debt.

For the years ended December 31, 2008 and 2007, the following debt issuances, repurchases and maturities occurred:

Debt Issuances

March 27, 2007, $700.0 million, 6.75% senior notes due 2056

Debt Repurchases

During 2008, the Company repurchased $191.8 million of its 7.70% senior notes due 2010, resulting in a pre-tax gain on early extinguishment of debt of $8.4 million.

Debt Maturities

May 1, 2007, $700.0 million, 5.625% senior notes

At December 31, 2008, the Company's scheduled maturities of long-term debt at face value, including discontinued operations debt and excluding capital leases were as follows:

	2009	2010	2011	2012	2013	2014 and Thereafter
Long-term debt	$ .6	$ 1,394.4	$ 950.1	$ 840.2	$ .1	$ 3,612.1

Credit Facility

At December 31, 2008, the Company had a $3.0 billion revolving credit facility which expires December 2010 (the "Credit Facility"). The Company, at its option, may also borrow in certain foreign currencies up to specified limits under the Credit Facility. Borrowing rates under the facility are determined at the Company's option at the time of each borrowing and are based generally on the prime rate in the United States or the London Interbank Offer Rate ("LIBOR") plus a margin based on the Company's senior unsecured debt rating. The Company pays a facility fee based on the total amount of the commitments.

The Credit Facility requires the Company to maintain a minimum Interest Coverage Ratio, as defined by the credit agreement, of 3.0x for the trailing four quarters. As of December 31, 2008, the Company's Interest Coverage Ratio was 5.7x.

The primary purpose of the Credit Facility is to support commercial paper borrowings. At December 31, 2008, the Company had no commercial paper borrowings under its $3.0 billion commercial paper program. At December 31, 2008, the remaining availability under the Credit Facility, net of outstanding letters of credit, was $2.80 billion.

Accounts Receivable Securitization Program

At both December 31, 2008 and 2007, the Company had $550.0 million outstanding under its revolving accounts receivable securitization program. The program provides for the sale of receivables on a non-recourse basis to unrelated third parties on a one-year renewable basis, thereby reducing accounts receivable on the Company's Consolidated Balance Sheets. The Company entered into this arrangement because it provides an additional source of liquidity. Proceeds from this program were used to reduce outstanding borrowings. The terms of the revolving securitization arrangement require that the receivable pools subject to the program meet certain performance ratios. As of December 31, 2008, the Company was in compliance with the required ratios under the receivable securitization program.

During the years ended December 31, 2008 and 2007, proceeds from collections of securitized accounts receivables of $2.77 billion and $2.80 billion, respectively, were reinvested in the revolving receivable securitization program. The net loss associated with securitizing the program's accounts receivables was $15.4 million and $32.0 million for the years ended December 31, 2008 and 2007, respectively.

10) FINANCIAL INSTRUMENTS

The Company's carrying value of financial instruments approximates fair value, except for differences with respect to the notes and debentures. At December 31, 2008 and 2007, the carrying value of the senior debt was $6.90 billion and $7.02 billion, respectively, and the fair value, which is estimated based on quoted market prices and includes accrued interest, was $5.47 billion and $7.21 billion, respectively.

The Company uses derivative financial instruments to modify its exposure to market risks from changes in foreign currency exchange rates and interest rates. The Company does not hold or enter into derivative financial instruments for speculative trading purposes. The foreign exchange hedging instruments used are spot, forward and option contracts. The foreign exchange contracts have principally been used to hedge the British Pound, the Euro, the Canadian Dollar, the Mexican Peso and the Australian Dollar. The Company designates forward contracts used to hedge projected future production costs as cash flow hedges.

Additionally, the Company enters into non-designated forward contracts to hedge non-dollar denominated cash flows and foreign currency balances. The changes in fair value of the non-designated contracts are included in current period earnings as part of "Other items, net" in the Consoldiated Statements of Operations.

All of the Company's long-term debt has been issued under fixed interest rate agreements. The Company had entered into fixed-to-floating rate swap agreements for a portion of this debt, which are designated as fair value hedges. At December 31, 2007, the Company was a party to $1.0 billion notional amount of interest rate swaps which were accounted for as fair value hedges. In December 2008, prior to maturity, the Company settled all of its $1.0 billion notional amount of interest rate swaps outstanding and received $88.4 million in cash.

At December 31, 2008 and 2007, the notional amount of all foreign exchange contracts was $95.2 million and $100.3 million, respectively, which represents hedges of underlying foreign currency balances and expected foreign currency cash flows.

The Company continually monitors its positions with, and credit quality of, the financial institutions which are counterparties to its financial instruments. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the agreements. However, the Company does not anticipate nonperformance by the counterparties.

(Tabular dollars in millions, except per share amounts)

The Company's receivables do not represent significant concentrations of credit risk at December 31, 2008 or 2007, due to the wide variety of customers, markets and geographic areas to which the Company's products and services are sold.

11) STOCKHOLDERS' EQUITY

In general, CBS Corp. Class A Common Stock and CBS Corp. Class B Common Stock have the same economic rights, except voting rights. Holders of CBS Corp. Class A Common Stock are entitled to one vote per share with respect to all matters on which the holders of CBS Corp. Common Stock are entitled to vote. Holders of CBS Corp. Class B Common Stock do not have any voting rights, except as required by law.

Purchase of Company Stock—In January 2008, the Company received 6.0 million shares of CBS Corp. Class B Common Stock upon settlement of a 2007 accelerated share repurchase ("ASR") transaction. During 2007, the Company repurchased 106.9 million shares of CBS Corp. Common Stock for $3.42 billion, including $64.0 million of non-cash purchases related to a television station exchange (See Note 2), primarily through two ASR transactions.

Dividends—The Company declared a quarterly cash dividend on its Class A and Class B Common Stock during each of the four quarters of 2008, 2007, and 2006, resulting in total dividends of $725.9 million, $667.1 million and $573.2 million, respectively. Dividends have been recorded as a reduction to additional paid-in capital as the Company has an accumulated deficit balance.

Conversion Rights—Holders of Class A Common Stock have the right to convert their shares to Class B Common Stock as long as there are at least 5,000 shares of Class A Common Stock outstanding. Conversions of CBS Corp. Class A Common Stock into Class B Common Stock were 1.8 million, 2.0 million and 4.2 million for the years ended December 31, 2008, 2007 and 2006, respectively.

Equity Incentive Plans—The Company has equity incentive plans (the "Plans") under which stock options, stock option equivalents, restricted stock units ("RSUs"), market-based performance share units ("PSUs") and restricted shares were issued.

The purpose of the Plans is to benefit and advance the interests of the Company by rewarding certain employees for their contributions to the financial success of the Company and thereby motivating them to continue to make such contributions in the future. The Plans provide for awards of stock options, stock appreciation rights, restricted and unrestricted shares, RSUs, phantom shares, dividend equivalents, performance awards and other equity-related awards. The Company has reserved a total of 47,763,454 shares of CBS Corp. Class B Common Stock for future exercise of stock options, and vesting of RSUs and PSUs outstanding as of December 31, 2008. Upon exercise of stock options or vesting of RSUs and PSUs, the Company issues new shares from its existing authorization.

Shares available for future grant under the Plans were as follows:

At December 31, 2008	36,100,482
At December 31, 2007	46,534,305
At December 31, 2006	56,468,517

(Tabular dollars in millions, except per share amounts)

RSUs, PSUs and Restricted Shares

Compensation expense for RSUs is determined based upon the market price of the shares underlying the awards on the date of grant and expensed over the vesting period, which is generally a one- to four-year service period. Certain RSU awards are also subject to satisfying performance conditions. Once the Company determines that it is probable that the performance targets will be met, compensation expense is recorded for these awards. Forfeitures for RSUs are estimated on the date of grant based on historical forfeiture rates. On an annual basis, the Company adjusts the compensation expense based on actual forfeitures and revises the forfeiture rate as necessary.

The Company also grants awards of PSUs which vest based on the achievement of market performance targets. The number of shares that will be issued upon vesting of PSUs can range from 0% to 300% of the target award, based on the ranking of the total shareholder return ("TSR") for CBS Corp. Class B Common Stock within the S&P 500 Index over a designated three-year measurement period, or in certain circumstances, based on a one-year measurement period or the achievement of established operating performance goals. The fair value of the PSUs is determined using a Monte Carlo Simulation model. This model generates simulated TSR of CBS Corp. Class B Common Stock versus each of the companies in the S&P 500 Index through the end of the relevant measurement period. Compensation expense for PSUs is expensed over a three- to four-year service period.

Total unrecognized compensation cost related to non-vested RSUs, PSUs and restricted shares at December 31, 2008 was $167.2 million, which is expected to be recognized over a weighted-average period of 2.3 years.

The following table summarizes the Company's RSU, target PSU and restricted share activity.

	RSUs, PSUs and Restricted Shares	Weighted-Average Grant Date Fair Value
Non-vested at December 31, 2005	1,839,290	$ 29.30
Granted	5,004,052	25.62
Voluntary Exchange Offer	7,167,263	26.64
Vested	(568,842)	26.88
Forfeited	(781,995)	26.92
Non-vested at December 31, 2006	12,659,768	26.59
Granted	4,500,695	31.21
Vested	(1,324,809)	26.63
Forfeited	(1,042,191)	28.34
Non-vested at December 31, 2007	14,793,463	27.87
Granted	6,198,239	22.42
Vested	(5,258,491)	27.40
Forfeited	(1,516,754)	26.79
Non-vested at December 31, 2008	14,216,457	$ 25.79

(Tabular dollars in millions, except per share amounts)

Stock Options and Equivalents

Stock options generally vest over a three- to four-year service period and generally expire eight to ten years from the date of grant. Forfeitures are estimated on the date of grant based on historical forfeiture rates. On an annual basis, the Company adjusts the compensation expense based on actual forfeitures and revises the forfeiture rate as necessary.

During 2007, the Company entered into an amended employment agreement with Sumner M. Redstone, the Executive Chairman of the Board of Directors of CBS Corp. In accordance with the terms of this agreement a deferred compensation balance of $10.3 million was converted to 1,768,069 stock option equivalents with an equal aggregate fair value, calculated based on the Black-Scholes option-pricing model. The stock option equivalents have an exercise price equal to the closing stock price on the date of grant and are expensed evenly over a four-year vesting period. Upon exercise, the stock option equivalents will be settled in cash and accordingly, the Company remeasures the fair value of the award at each reporting date.

The weighted-average fair value of stock options as of the grant date was $3.12, $5.65 and $5.95 in 2008, 2007 and 2006, respectively. The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions:

	2008	2007	2006
Expected dividend yield	5.62%	3.23%	2.67%
Expected stock price volatility	28.97%	23.38%	23.19%
Risk-free interest rate	3.06%	4.19%	4.89%
Expected life of options (years)	4.99	4.97	5.57

During 2008, the expected stock price volatility was determined using an average of historical volatility and implied volatility of publicly traded options to purchase CBS Corp. Class B Common Stock. Given the existence of an actively traded market for CBS Corp. options, the Company was able to derive implied volatility using publicly traded options to purchase CBS Corp. Class B Common Stock that were trading near the grant date of the employee stock options at a similar exercise price and a remaining term of greater than one year.

The risk-free interest rate is based on a U.S. Treasury rate in effect on the date of grant with a term equal to the expected life. The expected term was determined based on historical employee exercise and post-vesting termination behavior. The expected dividend yields for 2008, 2007 and 2006 are based on the then current annual dividend rate.

Total unrecognized compensation cost related to unvested stock option awards and stock option equivalents at December 31, 2008 was $43.7 million, which is expected to be expensed over a weighted average period of 2.8 years.

(Tabular dollars in millions, except per share amounts)

The following table summarizes the Company's stock option activity under the Plans.

	Stock Options	Weighted-Average Exercise Price
Outstanding at December 31, 2005	130,129,978	$ 32.29
Granted	2,272,940	26.06
Exercised	(5,766,187)	15.80
Canceled	(14,850,049)	36.36
Voluntary Exchange Offer	(63,699,168)	34.05
Outstanding at December 31, 2006	48,087,514	30.39
Granted	6,984,964	29.30
Exercised	(8,836,790)	23.06
Canceled	(8,396,805)	34.91
Outstanding at December 31, 2007	37,838,883	30.90
Granted	6,056,664	19.43
CNET stock options assumed	1,448,105	26.71
Exercised	(1,365,443)	21.25
Canceled	(7,457,288)	28.53
Outstanding at December 31, 2008	36,520,921	$ 29.67

Stock options exercisable at year end were as follows:

December 31, 2008	24,342,310
December 31, 2007	26,837,850
December 31, 2006	40,422,544

The following table summarizes other information relating to stock option exercises during the years ended December 31, 2008, 2007 and 2006.

Year Ended December 31,	2008	2007	2006
Cash received from stock option exercises	$31.2	$201.7	$91.1
Tax benefit of stock option exercises	$ 1.4	$ 30.5	$26.8
Intrinsic value	$ 3.4	$ 79.5	$68.5

(Tabular dollars in millions, except per share amounts)

The following table summarizes information concerning outstanding and exercisable stock options to purchase CBS Corp. Class B Common Stock under the Plans at December 31, 2008.

	Outstanding			Exercisable	
Range of Exercise Price	Number of Options	Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price
$10 to 19.99	3,612,281	7.58	$ 16.69	175	$ 19.68
$20 to 29.99	17,321,089	5.02	$ 27.00	10,183,041	$ 27.09
$30 to 39.99	11,330,566	3.99	$ 32.52	9,902,109	$ 32.77
$40 to 49.99	4,175,037	1.40	$ 43.63	4,175,037	$ 43.63
$50 to 59.99	61,455	1.65	$ 54.38	61,455	$ 54.38
>$59.99	20,493	1.44	$ 86.98	20,493	$ 86.98
	36,520,921			24,342,310	

Stock options outstanding and exercisable at December 31, 2008 have an average remaining contractual life of 4.53 years and 3.36 years, respectively. There were no outstanding "in-the-money" stock options at December 31, 2008.

Voluntary Exchange Offer

On June 1, 2006, the Company announced the completion of its Voluntary Exchange Offer ("VEO") which gave eligible employees the voluntary opportunity to tender their outstanding stock options to purchase shares of CBS Corp. Class B Common Stock in exchange for restricted shares (for eligible employees who are subject to United States income tax) or RSUs (for eligible employees who are not subject to United States income tax) of CBS Corp. Class B Common Stock having a value equal to 75% of the fair value attributed to the eligible options. As a result of the VEO, options to purchase 63.7 million shares of CBS Corp. Class B Common Stock were exchanged for 7.1 million restricted shares and .1 million RSUs.

(Tabular dollars in millions, except per share amounts)

12) INCOME TAXES

The U.S. and foreign components of earnings (loss) from continuing operations before income taxes and equity in loss of investee companies were as follows:

Year Ended December 31,	2008	2007	2006
United States	$(12,411.4)	$1,830.7	$1,829.2
Foreign	(163.7)	302.3	303.5
Total	$(12,575.1)	$2,133.0	$2,132.7

The components of the provision (benefit) for income taxes were as follows:

Year Ended December 31,	2008	2007	2006
Current:			
Federal	$ 164.5	$453.3	$212.1
State and local	83.5	65.7	48.1
Foreign	54.4	70.2	75.5
	302.4	589.2	335.7
Deferred [(a)]	(1,221.7)	232.3	316.5
Provision (benefit) for income taxes	$ (919.3)	$821.5	$652.2

(a) 2008 includes a tax benefit of $1.45 billion associated with the non-cash impairment charges of $14.18 billion.

The equity in loss of investee companies is shown net of tax in the Company's Consolidated Statements of Operations. The tax benefits relating to loss from equity investments in 2008, 2007, and 2006 were $11.8 million, $52.8 million, and $63.9 million, respectively, which represented an effective tax rate of 40.0%, 39.6%, and 39.6%, respectively.

In 2008 and 2007, income tax benefits of $64.8 million and $46.6 million, respectively, were realized as a result of stock options exercised and RSUs vested.

The difference between income taxes expected at the U.S. federal statutory income tax rate of 35% and the provision (benefit) for income taxes is summarized as follows:

Year Ended December 31,	2008	2007	2006
Taxes on income at U.S. federal statutory rate	$(4,401.3)	$746.5	$ 746.4
State and local taxes, net of federal tax benefit	(94.7)	92.9	44.8
Effect of foreign operations	76.4	(41.0)	3.3
Impairment charges	3,502.0	—	5.5
Audit settlements	(44.9)	(8.0)	(164.1)
Other, net	43.2	31.1	16.3
Provision (benefit) for income taxes	$ (919.3)	$821.5	$ 652.2

(Tabular dollars in millions, except per share amounts)

The following table is a summary of the components of deferred income tax assets and liabilities.

At December 31,	2008	2007
Deferred income tax assets:		
Provision for expense and losses	$ 833.7	$ 502.9
Postretirement and other employee benefits	961.8	783.7
Tax credit and loss carryforwards	352.3	204.8
Other	138.9	156.1
Total deferred income tax assets	2,286.7	1,647.5
Valuation allowance	(191.2)	(126.6)
Net deferred income tax assets	2,095.5	1,520.9
Deferred income tax liabilities:		
Property, equipment and intangible assets	(2,121.9)	(3,194.4)
Total deferred income tax liabilities	(2,121.9)	(3,194.4)
Deferred income tax liabilities, net	$ (26.4)	$(1,673.5)

In addition to the deferred income taxes reflected in the table above, the Company included net non-current deferred income tax assets of $22.1 million and $15.6 million in "Assets of discontinued operations" on the Consolidated Balance Sheets, for 2008 and 2007, respectively.

At December 31, 2008, the Company had net operating loss carryforwards for federal, state and local, and foreign jurisdictions of approximately $1.05 billion, which expire in various years from 2009 through 2027.

The 2008 and 2007 deferred income tax assets were reduced by a valuation allowance of $191.2 million and $126.6 million, respectively, principally relating to income tax benefits of net operating losses which are not expected to be realized.

The Company's share of the undistributed earnings of foreign subsidiaries not included in its consolidated federal income tax return that could be subject to additional income taxes if remitted was approximately $3.1 billion at December 31, 2008 and $2.8 billion at December 31, 2007. No provision has been recorded for the U.S. or foreign taxes that could result from the remittance of such undistributed earnings since the Company intends to distribute only the portion of such earnings which would be offset by U.S. foreign tax credits, and intends to reinvest the remainder outside the U.S. indefinitely. The determination of the amount of unrecognized U.S. federal deferred income tax liability for undistributed earnings is not practicable.

On January 1, 2007, the Company adopted the provisions of FIN 48, which did not have a material impact to the Company's reserve for uncertain tax positions.

(Tabular dollars in millions, except per share amounts)

The following table sets forth the change in the reserve for uncertain tax positions, excluding related accrued interest and penalties.

At January 1, 2007	$ 227.3
Additions for current year tax positions	33.8
Additions for prior year tax positions	40.9
Reductions for prior year tax positions	(21.9)
Cash settlements	(1.1)
Statute of limitations lapses	(.2)
At December 31, 2007	278.8
Additions for current year tax positions	26.9
Additions for prior year tax positions	39.4
Reductions for prior year tax positions	(86.7)
Statute of limitations lapses	(.1)
At December 31, 2008	$ 258.3

At December 31, 2008 and 2007, $45.7 million and $56.9 million, respectively, of the reserve for uncertain tax positions was included in "Liabilities of discontinued operations."

The reserve for uncertain tax positions of $258.3 million and $278.8 million at December 31, 2008 and 2007, respectively, includes $209.0 million and $225.0 million, respectively, which would affect the Company's effective income tax rate if and when recognized in future years.

The Company recognizes interest and penalty charges related to the reserve for uncertain tax positions as income tax expense. For the years ended December 31, 2008 and 2007, the Company recognized interest and penalties of $38.5 million and $26.5 million, respectively, in the Consolidated Statements of Operations. As of December 31, 2008 and 2007, the Company has recorded liabilities for accrued interest and penalties of $78.3 million and $50.1 million, respectively, on the Consolidated Balance Sheets.

During 2008, the Company and the Internal Revenue Service ("IRS") settled the Company's federal income tax audit for the year 2004. The IRS has completed its field audit of the year 2005 and the Company expects to settle the audit within the next six months. The IRS has commenced its audit of the years 2006 and 2007. In addition, various tax years are currently under examination by state and local and foreign tax authorities. With respect to open examinations, the Company believes it is reasonably possible that the reserve for uncertain tax positions may change within the next twelve months; however, any related estimate of the impact to the reserves for uncertain tax positions can not currently be determined.

13) PENSION AND OTHER POSTRETIREMENT BENEFITS

The Company and certain of its subsidiaries have principally non-contributory pension plans covering specific groups of employees. The benefits for certain plans are based primarily on an employee's years of service and average pay near retirement. Benefits under other plans are based primarily on an employee's pay for each year that the employee participates in the plan. Participating employees are vested in the plans after five years of service. The Company's policy for pension plans is to fund amounts in accordance with the Employee Retirement Income Security Act of 1974, the Pension Protection Act of 2006, the Internal Revenue Code of 1986 and the applicable rules and regulations. During 2008 and 2007, the Company made discretionary contributions of $120.0 million and $150.0 million, respectively to pre-fund its qualified pension plans. Plan assets consist principally of equity securities, marketable bonds and U.S. government securities. The Company's Common Stock represents approximately .4% and .9% of the plan assets' fair values at December 31, 2008 and 2007, respectively.

(Tabular dollars in millions, except per share amounts)

In addition, the Company sponsors health and welfare plans that provide certain postretirement health care and life insurance benefits to retired employees and their covered dependents. Retiring employees are eligible for these benefits if they meet certain age and service requirements at the time of their retirement. Most of the plans are contributory and contain cost-sharing features such as deductibles and coinsurance which are adjusted annually. Claims are paid either through certain trusts funded by the Company or by the Company's own funds.

The Company uses a December 31 measurement date for all pension and other postretirement benefit plans.

The following table sets forth the change in benefit obligation for the Company's benefit plans.

	Pension Benefits		Postretirement Benefits	
At December 31,	**2008**	**2007**	**2008**	**2007**
Change in benefit obligation:				
Benefit obligation, beginning of year	$5,109.7	$5,299.7	$917.4	$1,040.8
Service cost	33.9	34.7	1.1	1.5
Interest cost	299.9	297.7	50.9	59.5
Actuarial gain	(56.9)	(90.7)	(71.5)	(99.7)
Benefits paid	(448.2)	(475.5)	(94.5)	(95.5)
Participants' contributions	.1	.1	12.3	11.7
Business combinations	12.0	—	—	—
Amendments	3.8	—	—	(3.0)
Retiree Medicare drug subsidy	—	—	17.2	2.1
Cumulative translation adjustments	(48.5)	43.7	—	—
Benefit obligation, end of year	$4,905.8	$5,109.7	$832.9	$ 917.4

The following table sets forth the change in plan assets for the Company's benefit plans.

	Pension Benefits		Postretirement Benefits	
At December 31,	**2008**	**2007**	**2008**	**2007**
Change in plan assets:				
Fair value of plan assets, beginning of year	$4,222.5	$4,225.9	$ 4.7	$ 20.1
Actual return on plan assets	(523.3)	225.0	.3	.5
Employer contributions	168.9	201.5	64.8	65.8
Benefits paid	(448.2)	(475.5)	(94.5)	(95.5)
Participants' contributions	.1	.1	12.3	11.7
Business combinations	2.8	—	—	—
Surplus distribution	(18.5)	—	—	—
Retiree Medicare drug subsidy	—	—	17.2	2.1
Cumulative translation adjustments	(49.9)	45.5	—	—
Fair value of plan assets, end of year	$3,354.4	$4,222.5	$ 4.8	$ 4.7

(Tabular dollars in millions, except per share amounts)

The funded status of pension and postretirement benefit obligations and the related amounts recognized on the Company's Consolidated Balance Sheets were as follows:

	Pension Benefits		Postretirement Benefits	
At December 31,	**2008**	**2007**	**2008**	**2007**
Funded status at end of year	$ (1,551.4)	$ (887.2)	$ (828.1)	$ (912.7)
Amounts recognized on the Consolidated Balance Sheets:				
Other assets	$ 25.4	$ 41.8	$ —	$ —
Current liabilities	(46.2)	(44.3)	(85.0)	(101.5)
Noncurrent liabilities	(1,530.6)	(884.7)	(743.1)	(811.2)
Net amounts recognized	$ (1,551.4)	$ (887.2)	$ (828.1)	$ (912.7)

The following amounts were recognized in accumulated other comprehensive income (loss) on the Consolidated Balance Sheets.

	Pension Benefits		Postretirement Benefits	
At December 31,	**2008**	**2007**	**2008**	**2007**
Net actuarial (loss) gain	$(1,696.3)	$(977.4)	$193.6	$132.6
Net prior service (cost) credit	(6.1)	(2.7)	5.2	5.7
Net transition asset	.8	.8	—	—
Share of equity investee	(1.7)	(1.0)	(.3)	(.3)
	(1,703.3)	(980.3)	198.5	138.0
Deferred income taxes	677.1	387.7	(78.8)	(54.6)
Net amount recognized in accumulated other comprehensive income (loss)	$(1,026.2)	$(592.6)	$119.7	$ 83.4

The accumulated benefit obligation for all defined pension plans was $4.84 billion and $5.04 billion at December 31, 2008 and 2007, respectively.

Information for pension plans with an accumulated benefit obligation in excess of plan assets is set forth below:

At December 31,	2008	2007
Projected benefit obligation	$4,736.2	$4,835.8
Accumulated benefit obligation	$4,676.7	$4,771.1
Fair value of plan assets	$3,160.9	$3,906.8

(Tabular dollars in millions, except per share amounts)

The following tables present the components of net periodic benefit cost and amounts recognized in other comprehensive income (loss).

	Pension Benefits			Postretirement Benefits		
Year Ended December 31,	**2008**	**2007**	**2006**	**2008**	**2007**	**2006**
Components of net periodic cost:						
Service cost	$ 33.9	$ 34.7	$ 37.1	$ 1.1	$ 1.5	$ 1.8
Interest cost	299.9	297.7	299.5	50.9	59.5	60.3
Expected return on plan assets	(276.6)	(278.0)	(270.7)	(.1)	(.2)	(.2)
Amortization of actuarial losses (gains)	33.0	33.6	78.1	(10.6)	.4	.8
Amortization of prior service cost (credit)	.4	.5	2.1	(.6)	(.2)	(.2)
Amortization of transition obligation	—	—	.1	—	—	(.3)
Curtailment costs	—	—	.7	—	—	—
Settlement costs	3.0	—	7.1	—	—	—
Net periodic cost[(a)]	$ 93.6	$ 88.5	$ 154.0	$ 40.7	$61.0	$62.2

(a) Includes Paramount Parks' costs related to pension benefits of $2.6 million and other postretirement benefits of $.4 million for the year ended December 31, 2006, which have been included in discontinued operations in the Consolidated Statements of Operations.

Year Ended December 31, 2008	**Pension Benefits**	**Postretirement Benefits**
Other comprehensive income (loss):		
Actuarial (losses) gains	$(751.9)	$ 71.7
Amortization of actuarial losses (gains)	33.0	(10.6)
Amortization of prior service cost (credit)	.4	(.6)
Amendment losses	(3.8)	—
Share of equity investee	(.7)	—
	(723.0)	60.5
Deferred income taxes	289.4	(24.2)
Recognized in other comprehensive income (loss), net of tax	$(433.6)	$ 36.3

The estimated net actuarial loss and prior service cost for the defined benefit pension plans that will be amortized from accumulated other comprehensive income (loss) into net periodic benefit cost over the next fiscal year are $86.7 million and $.6 million, respectively. The estimated net actuarial gain and prior service credit for the other defined benefit postretirement plans that will be amortized from accumulated other comprehensive income (loss) into net periodic benefit cost over the next fiscal year are $11.1 million and $.6 million, respectively.

(Tabular dollars in millions, except per share amounts)

	Pension Benefits		Postretirement Benefits	
	2008	2007	2008	2007
Weighted-average assumptions used to determine benefit obligations at December 31:				
Discount rate	6.2%	6.2%	6.3%	6.3%
Rate of compensation increase	2.6%	3.5%	N/A	N/A
Weighted-average assumptions used to determine net periodic cost for the year ended December 31:				
Discount rate	6.2%	5.9%	6.3%	6.0%
Expected long-term return on plan assets	7.0%	7.0%	2.0%	2.0%
Rate of compensation increase	3.5%	3.5%	N/A	N/A

N/A—not applicable

In 2007, the Company changed its policy for amortizing the actuarial losses for one of its defined benefit pension plans from using an average remaining service of participants to using an average expected life of participants, since it was determined that almost all of the participants in this plan are inactive.

The Company determined the discount rate by projecting the plans' expected future benefit payments as defined for the projected benefit obligation. These projected benefit payments are used to construct a high quality bond portfolio with interest and principal payments that provide the cash flows necessary to meet the projected benefit payments. The weighted-average yield of the bond portfolio is used to determine the discount rate. The expected return on plan assets assumption was derived using the current and expected asset allocation of the pension plan assets and considering historical as well as expected returns on various classes of plan assets.

The following assumptions were also used in accounting for postretirement benefits:

	2008	2007
Projected health care cost trend rate for participants of age 65 and below	8.5%	9.0%
Projected health care cost trend rate for participants above age 65	9.5%	10.0%
Ultimate trend rate	5.0%	5.0%
Year ultimate trend rate is achieved for participants of age 65 and below	2016	2016
Year ultimate trend rate is achieved for participants above age 65	2018	2018

Assumed health care cost trend rates could have a significant effect on the amounts reported for the postretirement health care plan. A one percentage point change in assumed health care cost trend rates would have the following effects:

	One Percentage Point Increase	One Percentage Point Decrease
Effect on total of service and interest cost components	$ 1.1	$ (1.0)
Effect on the accumulated postretirement benefit obligation	$ 20.0	$ (18.6)

(Tabular dollars in millions, except per share amounts)

The asset allocations for the Company's retirement benefit trusts for the qualified pension benefit plans are based upon an analysis of the timing and amount of projected benefit payments, the expected returns and risk of the asset classes and the correlation of those returns. The Company's largest retirement benefit trust, which accounted for 74% of assets at December 31, 2008, is invested approximately 86% in a diversified portfolio of fixed income instruments with a duration that approximates the duration of the liabilities covered by that trust. The Company's other trusts are invested approximately 40% in equity securities and 60% in fixed income securities, including cash. All equity portfolios are diversified between U.S. and non-U.S. equities and include small and large capitalization equities.

The percentage of asset allocations of the Company's pension and postretirement benefit plans at December 31, 2008 and 2007, by asset category were as follows:

	Pension Assets		Postretirement Benefit Assets	
Plan Assets at December 31,	2008	2007	2008	2007
Equity securities	20.5%	28.0%	—%	—%
Debt securities	71.8%	64.2%	—%	—%
Cash and other	7.7%	7.8%	100.0%	100.0%
Total	100.0%	100.0%	100.0%	100.0%

Future Benefit Payments

The estimated future benefit payments are as follows:

	2009	2010	2011	2012	2013	2014-2018
Pension	$446.3	$438.3	$426.1	$421.6	$411.4	$1,898.6
Postretirement	$ 97.3	$ 99.7	$100.5	$ 98.8	$ 96.6	$ 433.0
Retiree Medicare drug subsidy	$ 12.3	$ 12.8	$ 13.3	$ 14.0	$ 14.5	$ 75.5

The Company expects to contribute approximately $50 million primarily to its non-qualified pension plans and approximately $85 million to its other postretirement benefit plans in 2009.

The Company contributes to multi-employer plans that provide pension and health and welfare benefits to certain employees under collective bargaining agreements. The contributions to these plans were $37.6 million (2008) and $34.6 million (2007). In addition, the Company has defined contribution plans for the benefit of substantially all employees meeting certain eligibility requirements. Employer contributions to such plans were $43.1 million, $38.2 million and $37.1 million for the years ended December 31, 2008, 2007 and 2006, respectively.

14) COMMITMENTS AND CONTINGENCIES

The Company's commitments not recorded on the balance sheet primarily consist of programming and talent commitments, operating lease arrangements, purchase obligations for goods and services, and guaranteed minimum franchise payments. These arrangements result from the Company's normal course of business and represent obligations that are payable over several years.

Programming and talent commitments of the Company, estimated to aggregate $10.86 billion as of December 31, 2008, primarily included $6.89 billion for sports programming rights, $2.53 billion relating to television, radio, and film production and licensing and $814.7 million for talent contracts. A majority of such commitments is payable over several years, as part of the normal course of business.

(Tabular dollars in millions, except per share amounts)

The Company has long-term operating lease commitments for office space, billboards, equipment, transponders and studio facilities. The Company also enters into capital leases for satellite transponders. At December 31, 2008, future operating lease payments are estimated to aggregate $2.30 billion.

The Company also has purchase obligations which include agreements to purchase goods or services in the future that totaled $1.14 billion as of December 31, 2008.

CBS Corp.'s outdoor advertising business has franchise rights entitling it to display advertising on media including transit shelters, buses, rail systems (in-car, station platforms and terminals), mall kiosks, stadium signage and retail stores. Under most of these franchise agreements, the franchiser is entitled to receive the greater of a percentage of the relevant advertising revenues, net of advertising agency fees, or a specified guaranteed minimum annual payment.

At December 31, 2008, minimum rental payments under leases and minimum franchise payments are as follows:

	Leases		Guaranteed Minimum Franchise Payments
	Capital	Operating	
2009	$ 22.9	$ 364.7	$ 396.2
2010	22.4	317.1	330.6
2011	22.1	272.9	311.4
2012	19.5	230.9	299.5
2013	12.2	203.5	283.6
2014 and thereafter	57.4	909.9	470.9
Total minimum payments	$156.5	$2,299.0	$ 2,092.2
Less amounts representing interest	(35.7)		
Present value of net minimum payments	$120.8		

Future minimum operating lease payments have been reduced by future minimum sublease income of $108.3 million. Rent expense was $647.5 million (2008), $580.2 million (2007) and $482.8 million (2006).

Guarantees

Prior to the Separation of Former Viacom into CBS Corp. and Viacom Inc., Former Viacom had entered into guarantees with respect to obligations related to Blockbuster Inc. ("Blockbuster"), including certain Blockbuster store leases; Famous Players theater leases; certain UCI theater leases; and certain theater leases related to W.F. Cinema Holdings L.P. and Grauman's Theatres LLC. In connection with the Separation, Viacom Inc. has agreed to indemnify the Company with respect to these guarantees. In addition, the Company and Viacom Inc. have agreed to indemnify each other with respect to certain other matters pursuant to the Separation Agreement between the parties.

The Company has indemnification obligations with respect to letters of credit and surety bonds primarily used as security against non-performance in the normal course of business. At December 31, 2008, the outstanding letters of credit and surety bonds approximated $362.6 million and were not recorded on the Consolidated Balance Sheets.

In the course of its business, the Company both provides and receives indemnities which are intended to allocate certain risks associated with business transactions. Similarly, the Company may remain contingently liable for various obligations of a business that has been divested in the event that a third party does not live up to its obligations under an indemnification obligation. The Company records a liability for its indemnification obligations and other contingent liabilities when probable under generally accepted accounting principles.

Legal Matters

Securities Action. On December 12, 2008, the City of Pontiac General Employees' Retirement System filed a self-styled class action complaint in the United States District Court for the Southern District of New York against the Company and its Chief Executive Officer, Chief Financial Officer, Chief Accounting Officer, and Treasurer, alleging violations of federal securities law. The complaint, which was filed on behalf of a putative class of purchasers of the Company's common stock between February 26, 2008 and October 10, 2008 (the "Class Period"), alleges that, among other things, the Company's failure to timely write down the value of certain assets caused the Company's reported operating results during the Class Period to be materially inflated. The plaintiffs seek unspecified compensatory damages. On February 11, 2009, a motion was filed in the case on behalf of The City of Omaha, Nebraska Civilian Employees' Retirement System, and The City of Omaha Police and Fire Retirement System (collectively, the "Omaha Funds") seeking to appoint the Omaha Funds as the lead plaintiffs in this case; and another motion was filed in the case by an individual shareholder also seeking appointment as the lead plaintiff. The parties are awaiting the court's appointment of the lead plaintiff in the case. The Company believes that the plaintiffs' claims are without merit and intends to vigorously defend itself in the litigation.

Indecency Regulation. In March 2006, the FCC released certain decisions relating to indecency complaints against certain of the Company's owned television stations and affiliated stations. The FCC ordered the Company to pay a forfeiture of $550,000 in the proceeding relating to the broadcast of a Super Bowl half-time show by the Company's television stations. In May 2006, the FCC denied the Company's petition for reconsideration. In July 2006, the Company filed a Petition for Review of the forfeiture with the U.S. Court of Appeals for the Third Circuit and paid the $550,000 forfeiture in order to facilitate the Company's ability to bring the appeal. Oral argument was heard in September 2007. In July 2008, the U.S. Court of Appeals for the Third Circuit vacated the FCC's order to have the Company pay the forfeiture and remanded the case to the FCC. On November 18, 2008, the FCC filed a petition for certiorari with the U.S. Supreme Court, seeking review of the Third Circuit's decision. The petition requests that the U.S. Supreme Court not act on the petition until it rules in the "fleeting expletives" case mentioned below. On January 8, 2009, the Company filed its opposition to the FCC's petition for certiorari.

In March 2006, the FCC also notified the Company and certain affiliates of the CBS Television Network of apparent liability for forfeitures relating to a broadcast of the program *Without a Trace*. The FCC proposed to assess a forfeiture of $32,500 against each of these stations, totaling $260,000 for the Company's owned stations. The Company is contesting the FCC decision and the proposed forfeitures.

In June 2007, the U.S. Court of Appeals for the Second Circuit vacated the FCC's November 2006 finding that the broadcast of fleeting and isolated expletives on another broadcast network was indecent and remanded the case to the FCC. On March 17, 2008, the U.S. Supreme Court granted the FCC's petition to review the U.S. Court of Appeals for the Second Circuit's decision. On November 4, 2008, the U.S. Supreme Court heard argument in this case.

Additionally, the Company, from time to time, has received and may receive in the future letters of inquiry from the FCC prompted by complaints alleging that certain programming on the Company's broadcasting stations included indecent material.

Claims Related to Former Businesses: Asbestos, Environmental and Other. The Company is a defendant in lawsuits claiming various personal injuries related to asbestos and other materials, which allegedly occurred principally as a result of exposure caused by various products manufactured by Westinghouse, a predecessor, generally prior to the early 1970s. Westinghouse was neither a producer nor a manufacturer of asbestos. The Company is typically named as one of a large number of defendants in both state and federal cases. In the majority of asbestos lawsuits, the plaintiffs have not identified which of the Company's products is the basis of a claim. Claims against the Company in which a product has been identified principally relate to exposures allegedly caused by asbestos-containing insulating material in turbines sold for power-generation, industrial and marine use, or by asbestos containing grades of decorative micarta, a laminate used in commercial ships.

Claims are frequently filed and/or settled in groups, which may make the amount and timing of settlements, and the number of pending claims, subject to significant fluctuation from period to period. The Company does not report as pending those claims on inactive, stayed, deferred or similar dockets which some jurisdictions have established for claimants who allege minimal or no impairment. As of December 31, 2008, the Company had pending approximately 68,520 asbestos claims, as compared with approximately 72,120 as of December 31, 2007 and 73,310 as of December 31, 2006. During 2008, the Company received approximately 6,030 new claims and closed or moved to an inactive docket approximately 9,630 claims. The Company reports claims as closed when it becomes aware that a dismissal order has been entered by a court or when the Company has reached agreement with the claimants on the material terms of a settlement. Settlement costs depend on the seriousness of the injuries that form the basis of the claim, the quality of evidence supporting the claims and other factors. The Company's total costs for the years 2008 and 2007 for settlement and defense of asbestos claims after insurance recoveries and net of tax benefits were approximately $15.0 million and $17.5 million, respectively. The Company's costs for settlement and defense of asbestos claims may vary year to year as insurance proceeds are not always recovered in the same period as the insured portion of the expenses.

The Company believes that its reserves and insurance are adequate to cover its asbestos liabilities. This belief is based upon many factors and assumptions, including the number of outstanding claims, estimated average cost per claim, the breakdown of claims by disease type, historic claim filings, costs per claim of resolution and the filing of new claims. While the number of asbestos claims filed against the Company has trended down in recent years, it is difficult to predict future asbestos liabilities, as events and circumstances may occur including, among others, the number and types of claims and average cost to resolve such claims, which could affect the Company's estimate of its asbestos liabilities.

The Company from time to time receives claims from federal and state environmental regulatory agencies and other entities asserting that it is or may be liable for environmental cleanup costs and related damages principally relating to historical and predecessor operations of the Company. In addition, the Company from time to time receives personal injury claims including toxic tort and product liability claims (other than asbestos) arising from historical operations of the Company and its predecessors.

(Tabular dollars in millions, except per share amounts)

General. On an ongoing basis, the Company defends itself in numerous lawsuits and proceedings and responds to various investigations and inquiries from federal, state and local authorities (collectively, "litigation"). Litigation is inherently uncertain and always difficult to predict. However, based on its understanding and evaluation of the relevant facts and circumstances, the Company believes that the above-described legal matters and other litigation to which it is a party are not likely, in the aggregate, to have a material adverse effect on its results of operations, financial position or cash flows. Under the Separation Agreement between the Company and Viacom Inc., the Company and Viacom Inc. have agreed to defend and indemnify the other in certain litigation in which the Company and/or Viacom Inc. is named.

15) FAIR VALUE MEASUREMENTS

The following table sets forth the Company's financial assets and liabilities measured at fair value on a recurring basis at December 31, 2008. These assets and liabilities have been categorized according to the three-level fair value hierarchy established by SFAS 157, which prioritizes the inputs used in measuring fair value.

	Level 1 (a)	Level 2 (b)	Level 3	Total
Assets:				
Investments	$ 44.8	$ 100.5	$ —	$145.3
Foreign currency hedges	—	10.9	—	10.9
Total Assets	$ 44.8	$ 111.4	$ —	$156.2
Liabilities:				
Deferred compensation	$ —	$ 105.7	$ —	$105.7
Total Liabilities	$ —	$ 105.7	$ —	$105.7

(a) Level 1 valuation is based on quoted prices for the asset in active markets.

(b) Level 2 valuation is based on inputs that are observable other than quoted market prices in Level 1, such as quoted prices for the asset or liability in inactive markets or quoted prices for similar assets or liabilities.

The fair value of Level 1 investments is determined based on publicly quoted market prices in active markets. The fair value of Level 2 investments is determined by reference to market prices for similar securities. The fair value of foreign currency hedges is determined based on foreign currency exchange rates. The fair value of deferred compensation is determined based on the fair value of the investments elected by employees.

(Tabular dollars in millions, except per share amounts)

16) REPORTABLE SEGMENTS

The following tables set forth the Company's financial performance by operating segment. The Company's operating segments have been determined in accordance with the Company's internal management structure, which is organized based upon products and services. CNET has been included in the Company's results since its acquisition. In connection with this acquisition, the Company combined its existing interactive businesses, which were previously reported in the Television segment, with those of CNET and realigned its management structure to create a separate Interactive segment. Prior-period results have been reclassified to conform to this presentation. The accounting policies of the segments are the same as those described in Note 1—Summary of Significant Accounting Policies.

Year Ended December 31,	2008	2007	2006
Revenues:			
Television	$ 8,991.1	$ 9,108.0	$ 9,354.9
Radio	1,539.1	1,753.7	1,959.9
Outdoor	2,170.6	2,187.3	2,103.4
Interactive	421.7	166.1	132.2
Publishing	857.7	886.1	807.0
Eliminations	(29.8)	(28.3)	(37.2)
Total Revenues	$13,950.4	$14,072.9	$14,320.2

Revenues generated between segments primarily reflect advertising sales. These transactions are recorded at fair market value as if the sales were to third parties and are eliminated in consolidation.

Year Ended December 31,	2008	2007	2006
Intercompany Revenues:			
Television	$ 5.8	$ 4.6	$ 4.8
Radio	6.9	9.1	12.0
Outdoor	16.5	14.6	20.4
Interactive	.6	—	—
Total Intercompany Revenues	$ 29.8	$ 28.3	$ 37.2

(Tabular dollars in millions, except per share amounts)

The Company presents Segment operating income (loss) before depreciation and amortization and impairment charges ("Segment OIBDA before Impairment Charges") as the primary measure of profit and loss for its operating segments in accordance with SFAS No. 131, "Disclosures about Segments of an Enterprise and Related Information" ("SFAS 131"). The Company believes the presentation of Segment OIBDA before Impairment Charges is relevant and useful for the investors because it allows investors to view segment performance in a manner similar to the method used by the Company's management and enhances their ability to understand the Company's operating performance.

Year Ended December 31,	2008	2007	2006
Segment OIBDA before Impairment Charges:			
Television	$ 1,695.9	$ 1,936.5	$ 1,932.6
Radio	499.4	688.7	820.0
Outdoor	467.4	620.9	568.0
Interactive	39.7	(10.3)	15.1
Publishing	88.2	97.2	78.0
Corporate	(157.1)	(159.0)	(162.9)
Residual costs	(79.2)	(96.5)	(139.7)
Impairment charges	(14,181.4)	—	(65.2)
Depreciation and amortization	(531.6)	(455.7)	(439.5)
Operating Income (Loss)	(12,158.7)	2,621.8	2,606.4
Interest expense	(546.6)	(570.9)	(565.5)
Interest income	42.2	116.1	112.1
Gain (loss) on early extinguishment of debt	8.4	—	(6.0)
Other items, net	79.6	(34.0)	(14.3)
Earnings (loss) from continuing operations before income taxes and equity in loss of investee companies	(12,575.1)	2,133.0	2,132.7
Benefit (provision) for income taxes	919.3	(821.5)	(652.2)
Equity in loss of investee companies, net of tax	(17.6)	(80.7)	(97.6)
Net earnings (loss) from continuing operations	(11,673.4)	1,230.8	1,382.9
Earnings (loss) from discontinued operations before income taxes	—	(17.0)	453.5
Benefit (provision) for income taxes	—	33.2	(175.9)
Net earnings from discontinued operations	—	16.2	277.6
Net Earnings (Loss)	$ (11,673.4)	$ 1,247.0	$ 1,660.5

Year Ended December 31,	2008	2007	2006
Operating Income (Loss):			
Television	$ (6,433.0)	$1,760.7	$1,702.0
Radio	(2,913.9)	657.8	787.4
Outdoor	(2,631.7)	404.9	351.8
Interactive	(9.3)	(21.7)	9.0
Publishing	78.7	88.1	68.5
Corporate	(170.3)	(171.5)	(172.6)
Residual costs	(79.2)	(96.5)	(139.7)
Total Operating Income (Loss)	$(12,158.7)	$2,621.8	$2,606.4

(Tabular dollars in millions, except per share amounts)

Year Ended December 31,	2008	2007	2006
Depreciation and Amortization:			
Television	$183.4	$175.8	$165.4
Radio	32.6	30.9	32.6
Outdoor	243.9	216.0	216.2
Interactive	49.0	11.4	6.1
Publishing	9.5	9.1	9.5
Corporate	13.2	12.5	9.7
Total Depreciation and Amortization	$531.6	$455.7	$439.5

Year Ended December 31,	2008	2007	2006
Stock-based Compensation:			
Television	$ 63.3	$ 47.7	$30.5
Radio	15.5	15.9	10.7
Outdoor	7.3	5.3	3.2
Interactive	4.2	1.9	.6
Publishing	4.2	3.5	1.9
Corporate	43.4	32.3	17.4
Total Stock-based Compensation	$137.9	$106.6	$64.3

Year Ended December 31,	2008	2007	2006
Capital Expenditures:			
Television	$187.6	$206.0	$208.9
Radio	41.1	40.4	43.2
Outdoor	195.7	186.4	115.7
Interactive	17.5	10.8	7.6
Publishing	9.5	12.0	5.8
Corporate	22.7	13.5	12.9
Total Capital Expenditures	$474.1	$469.1	$394.1

At December 31,	2008	2007
Assets:		
Television	$12,170.3	$20,215.3
Radio	6,047.3	9,568.8
Outdoor	4,694.5	7,670.3
Interactive	2,074.8	194.9
Publishing	1,222.0	1,094.6
Corporate	675.5	1,646.6
Discontinued operations	105.3	107.7
Eliminations	(100.4)	(68.0)
Total Assets	$26,889.3	$40,430.2

(Tabular dollars in millions, except per share amounts)

Information regarding the Company's consolidated revenues by type is as follows:

Year Ended December 31,	2008	2007	2006
Revenues by Type:			
Advertising sales	$ 9,239.9	$10,060.9	$10,373.1
Television license fees	1,939.4	1,382.2	1,606.8
Affiliate revenues	1,185.1	1,117.7	1,069.6
Publishing	857.7	886.1	807.0
Home entertainment	234.0	201.9	83.4
Other	494.3	424.1	380.3
Total Revenues	$13,950.4	$14,072.9	$14,320.2

Information regarding the Company's operations by geographic area is as follows:

Year Ended December 31,	2008	2007	2006
Revenues (a):			
United States	$11,704.3	$12,350.2	$12,739.9
International	2,246.1	1,722.7	1,580.3
Total Revenues	$13,950.4	$14,072.9	$14,320.2

At December 31,	2008	2007
Long-lived Assets (b):		
United States	$20,753.1	$32,622.6
International	844.8	1,585.8
Total Long-lived Assets	$21,597.9	$34,208.4

Transactions within the Company between geographic areas are not significant.

(a) Revenue classifications are based on customers' locations.

(b) Reflects total assets from both continuing and discontinued operations less current assets, investments and non-current deferred tax assets.

17) OTHER ITEMS, NET

For 2008, "Other items, net" of $79.6 million principally reflected a gain of $129.8 million on the sale of the Company's investment in Sundance Channel, foreign exchange gains of $32.3 million and a gain of $3.7 million relating to radio station divestitures, partially offset by a non-cash charge of $71.1 million associated with other-than-temporary declines in the market value of the Company's investments and $15.4 million of losses associated with securitizing accounts receivable.

For 2007, "Other items, net" reflected a net loss of $34.0 million principally consisting of losses associated with securitizing trade receivables of $32.0 million and a non-cash charge of $24.8 million associated with an other-than-temporary decline in the market value of one of the Company's investments, partially offset by a net gain of $10.0 million on television and radio station divestitures, foreign exchange gains of $8.0 million and gains of $3.9 million on the sale of investments.

(Tabular dollars in millions, except per share amounts)

For 2006, "Other items, net" reflected a net loss of $14.3 million principally consisting of losses associated with securitizing trade receivables of $31.0 million, a non-cash charge of $6.2 million associated with an other-than-temporary decline in the market value of one of the Company's investments and foreign exchange losses of $2.0 million, partially offset by a gain of $24.6 million on radio station divestitures.

18) SUPPLEMENTAL CASH FLOW INFORMATION

Year Ended December 31,	2008	2007	2006
Cash paid for interest, net of amounts capitalized	$ 494.0	$ 516.8	$ 522.3
Cash paid for income taxes:			
Continuing operations	$ 240.3	$ 524.9	$ 562.2
Discontinued operations	—	(13.4)	142.7
Total	$ 240.3	$ 511.5	$ 704.9

Year Ended December 31,	2008	2007	2006
Non-cash investing and financing activities:			
Equipment acquired under capitalized leases	$ 29.4	$ 9.6	$ .1
Non-cash purchase of Company common stock (Note 2)	$ —	$ 64.0	$ —
Issuance of stock and stock options for acquisitions	$ 1.9	$ —	$ 272.7

(Tabular dollars in millions, except per share amounts)

19) QUARTERLY FINANCIAL DATA (unaudited):

2008	First Quarter	Second Quarter	Third Quarter (a)	Fourth Quarter (b)	Total Year
Revenues:					
Television	$ 2,544.7	$ 2,160.9	$ 2,075.9	$2,209.6	$ 8,991.1
Radio	363.5	416.4	392.5	366.7	1,539.1
Outdoor	496.9	598.1	549.3	526.3	2,170.6
Interactive	52.9	40.2	142.3	186.3	421.7
Publishing	201.6	186.0	225.0	245.1	857.7
Eliminations	(5.5)	(7.9)	(9.3)	(7.1)	(29.8)
Total Revenues	$ 3,654.1	$ 3,393.7	$ 3,375.7	$3,526.9	$ 13,950.4
Segment OIBDA before Impairment Charges:					
Television	$ 448.4	$ 512.4	$ 412.8	$ 322.3	$ 1,695.9
Radio	122.3	158.6	139.4	79.1	499.4
Outdoor	101.5	153.6	113.9	98.4	467.4
Interactive	1.1	(16.8)	3.7	51.7	39.7
Publishing	17.1	17.0	25.8	28.3	88.2
Corporate	(26.0)	(41.9)	(38.5)	(50.7)	(157.1)
Residual costs	(22.4)	(22.5)	(18.3)	(16.0)	(79.2)
Impairment charges	—	—	(14,117.2)	(64.2)	(14,181.4)
Depreciation and amortization	(117.8)	(123.4)	(139.7)	(150.7)	(531.6)
Total Operating Income (Loss)	$ 524.2	$ 637.0	$ (13,618.1)	$ 298.2	$ (12,158.7)
Operating Income (Loss):					
Television	$ 404.8	$ 468.1	$ (7,575.9)	$ 270.0	$ (6,433.0)
Radio	115.0	150.7	(3,188.1)	8.5	(2,913.9)
Outdoor	44.1	92.4	(2,803.4)	35.2	(2,631.7)
Interactive	(2.7)	(21.3)	(14.0)	28.7	(9.3)
Publishing	14.6	14.6	23.4	26.1	78.7
Corporate	(29.2)	(45.0)	(41.8)	(54.3)	(170.3)
Residual costs	(22.4)	(22.5)	(18.3)	(16.0)	(79.2)
Total Operating Income (Loss)	$ 524.2	$ 637.0	$ (13,618.1)	$ 298.2	$ (12,158.7)
Net earnings (loss)	$ 244.3	$ 408.4	$ (12,462.2)	$ 136.1	$ (11,673.4)
Basic earnings (loss) per common share	$ .37	$ .61	$ (18.58)	$ .20	$ (17.43)
Diluted earnings (loss) per common share	$ .36	$ .61	$ (18.58)	$ .20	$ (17.43)
Weighted average number of common shares outstanding:					
Basic	667.9	669.4	670.9	670.9	669.8
Diluted	673.8	674.3	670.9	674.7	669.8
Dividends per common share	$ .25	$ .27	$ .27	$ .27	$ 1.06

(a) As a result of the interim impairment test performed during the third quarter of 2008, the Company recorded a non-cash impairment charge of $14.12 billion to reduce the carrying value of goodwill and intangible assets. The charge is comprised of $7.94 billion for Television, $3.32 billion for Radio and $2.86 billion for Outdoor.

(b) The Company recorded a pre-tax impairment charge of $64.2 million, principally to reduce the carrying value of intangible assets and the allocated goodwill for certain radio stations to be disposed.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)
(Tabular dollars in millions, except per share amounts)

2007	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
Revenues:					
Television	$ 2,534.4	$ 2,131.2	$ 2,040.5	$ 2,401.9	$ 9,108.0
Radio	397.5	463.4	445.7	447.1	1,753.7
Outdoor	462.3	554.2	552.2	618.6	2,187.3
Interactive	38.6	31.8	37.1	58.6	166.1
Publishing	229.3	200.3	214.2	242.3	886.1
Eliminations	(4.3)	(6.0)	(8.3)	(9.7)	(28.3)
Total Revenues	$ 3,657.8	$ 3,374.9	$ 3,281.4	$ 3,758.8	$ 14,072.9
Segment OIBDA:					
Television	$ 395.2	$ 560.2	$ 486.4	$ 494.7	$ 1,936.5
Radio	164.4	187.3	169.6	167.4	688.7
Outdoor	100.2	168.3	153.5	198.9	620.9
Interactive	3.8	(10.7)	(10.3)	6.9	(10.3)
Publishing	23.8	20.1	23.8	29.5	97.2
Corporate	(26.8)	(41.6)	(41.3)	(49.3)	(159.0)
Residual costs	(24.1)	(24.2)	(24.1)	(24.1)	(96.5)
Depreciation and amortization	(115.2)	(109.5)	(111.8)	(119.2)	(455.7)
Total Operating Income	$ 521.3	$ 749.9	$ 645.8	$ 704.8	$ 2,621.8
Operating Income (Loss):					
Television	$ 348.1	$ 518.8	$ 443.3	$ 450.5	$ 1,760.7
Radio	156.8	179.4	162.0	159.6	657.8
Outdoor	47.0	115.3	99.8	142.8	404.9
Interactive	2.0	(12.7)	(12.4)	1.4	(21.7)
Publishing	21.4	18.1	21.6	27.0	88.1
Corporate	(29.9)	(44.8)	(44.4)	(52.4)	(171.5)
Residual costs	(24.1)	(24.2)	(24.1)	(24.1)	(96.5)
Total Operating Income	$ 521.3	$ 749.9	$ 645.8	$ 704.8	$ 2,621.8
Net earnings from continuing operations	$ 213.5	$ 404.0	$ 340.2	$ 273.1	$ 1,230.8
Net earnings	$ 213.5	$ 404.0	$ 343.3	$ 286.2	$ 1,247.0
Basic earnings per common share:					
Net earnings from continuing operations	$ .28	$ .56	$ .48	$ .41	$ 1.72
Net earnings	$ .28	$ .56	$ .49	$ .43	$ 1.75
Diluted earnings per common share:					
Net earnings from continuing operations	$ .28	$ .55	$ .48	$ .40	$ 1.70
Net earnings	$ .28	$ .55	$ .48	$ .42	$ 1.73
Weighted average number of common shares outstanding:					
Basic	756.7	720.8	707.1	671.7	713.8
Diluted	765.1	729.4	715.4	678.8	721.9
Dividends per common share	$ .22	$ .22	$ .25	$ .25	$ .94

(Tabular dollars in millions, except per share amounts)

20) CONDENSED CONSOLIDATING FINANCIAL STATEMENTS

CBS Operations Inc. is a wholly owned subsidiary of the Company. CBS Operations Inc. has fully and unconditionally guaranteed CBS Corp.'s debt securities. (See Note 9.) The following condensed consolidating financial statements present the results of operations, financial position and cash flows of CBS Corp., CBS Operations Inc., the direct and indirect Non-Guarantor Affiliates of CBS Corp. and CBS Operations Inc., and the eliminations necessary to arrive at the information for the Company on a consolidated basis.

	Statement of Operations For the Year Ended December 31, 2008				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 138.5	$ 94.8	$ 13,717.1	$ —	$ 13,950.4
Expenses:					
Operating	77.5	72.2	8,501.0	—	8,650.7
Selling, general and administrative	111.0	182.2	2,315.5	—	2,608.7
Restructuring charges	3.7	1.5	131.5	—	136.7
Impairment charges	386.1	—	13,795.3	—	14,181.4
Depreciation and amortization	7.1	5.6	518.9	—	531.6
Total expenses	585.4	261.5	25,262.2	—	26,109.1
Operating loss	(446.9)	(166.7)	(11,545.1)	—	(12,158.7)
Interest (expense) income, net	(613.3)	(269.5)	378.4	—	(504.4)
Gain on early extinguishment of debt	8.4	—	—	—	8.4
Other items, net	25.2	31.7	22.7	—	79.6
Loss before income taxes and equity in earnings (loss) of investee companies	(1,026.6)	(404.5)	(11,144.0)	—	(12,575.1)
Benefit for income taxes	411.1	161.9	346.3	—	919.3
Equity in earnings (loss) of investee companies, net of tax	(11,057.9)	407.7	(17.6)	10,650.2	(17.6)
Net earnings (loss)	$ (11,673.4)	$ 165.1	$ (10,815.3)	$ 10,650.2	$ (11,673.4)

(Tabular dollars in millions, except per share amounts)

	Statement of Operations For the Year Ended December 31, 2007				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 158.7	$ 65.2	$ 13,849.0	$ —	$ 14,072.9
Expenses:					
Operating	80.2	43.2	8,205.9	—	8,329.3
Selling, general and administrative	133.7	184.8	2,347.6	—	2,666.1
Depreciation and amortization	5.6	4.6	445.5	—	455.7
Total expenses	219.5	232.6	10,999.0	—	11,451.1
Operating income (loss)	(60.8)	(167.4)	2,850.0	—	2,621.8
Interest (expense) income, net	(605.5)	(275.0)	425.7	—	(454.8)
Other items, net	(33.0)	5.0	(6.0)	—	(34.0)
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	(699.3)	(437.4)	3,269.7	—	2,133.0
Benefit (provision) for income taxes	276.6	173.0	(1,271.1)	—	(821.5)
Equity in earnings (loss) of investee companies, net of tax	1,669.7	714.7	(71.5)	(2,393.6)	(80.7)
Net earnings from continuing operations	1,247.0	450.3	1,927.1	(2,393.6)	1,230.8
Net earnings from discontinued operations	—	16.2	—	—	16.2
Net earnings	$ 1,247.0	$ 466.5	$ 1,927.1	$ (2,393.6)	$ 1,247.0

(Tabular dollars in millions, except per share amounts)

	Statement of Operations For the Year Ended December 31, 2006				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Revenues	$ 166.5	$ 63.3	$ 14,090.4	$ —	$ 14,320.2
Expenses:					
Operating	80.2	39.4	8,305.2	—	8,424.8
Selling, general and administrative	178.0	196.8	2,397.9	—	2,772.7
Restructuring charge	—	—	11.6	—	11.6
Impairment charge	—	—	65.2	—	65.2
Depreciation and amortization	5.3	3.2	431.0	—	439.5
Total expenses	263.5	239.4	11,210.9	—	11,713.8
Operating income (loss)	(97.0)	(176.1)	2,879.5	—	2,606.4
Interest (expense) income, net	(610.1)	(286.7)	443.4	—	(453.4)
Loss on early extinguishment of debt	(6.0)	—	—	—	(6.0)
Other items, net	(34.8)	5.0	15.5	—	(14.3)
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	(747.9)	(457.8)	3,338.4	—	2,132.7
Benefit (provision) for income taxes	295.8	181.1	(1,129.1)	—	(652.2)
Equity in earnings (loss) of investee companies, net of tax	2,112.6	609.8	(96.6)	(2,723.4)	(97.6)
Net earnings from continuing operations	1,660.5	333.1	2,112.7	(2,723.4)	1,382.9
Net earnings (loss) from discontinued operations	—	295.3	(17.7)	—	277.6
Net earnings	$ 1,660.5	$ 628.4	$ 2,095.0	$ (2,723.4)	$ 1,660.5

(Tabular dollars in millions, except per share amounts)

	Balance Sheet At December 31, 2008				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Assets					
Cash and cash equivalents	$ 108.6	$ .8	$ 310.1	$ —	$ 419.5
Receivables, net	26.1	37.6	2,686.2	—	2,749.9
Programming and other inventory	4.8	7.2	1,015.3	—	1,027.3
Prepaid expenses and other current assets	57.6	70.6	921.0	(53.1)	996.1
Total current assets	197.1	116.2	4,932.6	(53.1)	5,192.8
Property and equipment	45.7	66.5	4,787.3	—	4,899.5
Less accumulated depreciation and amortization	13.9	25.0	1,852.3	—	1,891.2
Net property and equipment	31.8	41.5	2,935.0	—	3,008.3
Programming and other inventory	6.6	36.4	1,535.1	—	1,578.1
Goodwill	100.3	63.0	8,484.5	—	8,647.8
Intangible assets	255.1	—	6,849.1	—	7,104.2
Investments in consolidated subsidiaries	32,758.2	5,097.3	—	(37,855.5)	—
Other assets	76.7	57.9	1,223.5	—	1,358.1
Total Assets	$ 33,425.8	$ 5,412.3	$ 25,959.8	$ (37,908.6)	$ 26,889.3
Liabilities and Stockholders' Equity					
Accounts payable	$ 3.6	$ 54.1	$ 405.1	$ —	$ 462.8
Participants' share and royalties payable	—	16.8	945.5	—	962.3
Program rights	5.9	8.9	825.3	—	840.1
Current portion of long-term debt	5.1	—	16.2	—	21.3
Accrued expenses and other	511.4	319.1	1,737.4	(53.5)	2,514.4
Total current liabilities	526.0	398.9	3,929.5	(53.5)	4,800.9
Long-term debt	6,813.6	—	161.2	—	6,974.8
Other liabilities	3,097.8	912.5	2,506.6	(.6)	6,516.3
Intercompany payables	9,681.8	(5,687.5)	(9,068.3)	5,074.0	—
Stockholders' Equity:					
Preferred Stock	—	—	128.2	(128.2)	—
Common Stock	.8	122.8	1,135.9	(1,258.7)	.8
Additional paid-in capital	43,495.0	—	61,434.8	(61,434.8)	43,495.0
Retained earnings (deficit)	(25,888.9)	9,996.6	(29,836.7)	15,130.8	(30,598.2)
Accumulated other comprehensive income (loss)	(606.9)	.1	368.5	(368.6)	(606.9)
	17,000.0	10,119.5	33,230.7	(48,059.5)	12,290.7
Less treasury stock, at cost	3,693.4	331.1	4,799.9	(5,131.0)	3,693.4
Total Stockholders' Equity	13,306.6	9,788.4	28,430.8	(42,928.5)	8,597.3
Total Liabilities and Stockholders' Equity	$ 33,425.8	$ 5,412.3	$ 25,959.8	$ (37,908.6)	$ 26,889.3

(Tabular dollars in millions, except per share amounts)

	Balance Sheet At December 31, 2007				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Assets					
Cash and cash equivalents	$ 732.9	$ .8	$ 613.2	$ —	$ 1,346.9
Receivables, net	34.9	26.6	2,616.5	—	2,678.0
Programming and other inventory	5.4	8.6	957.9	—	971.9
Prepaid expenses and other current assets	81.5	75.8	927.8	(51.0)	1,034.1
Total current assets	854.7	111.8	5,115.4	(51.0)	6,030.9
Property and equipment	43.0	44.8	4,595.6	—	4,683.4
Less accumulated depreciation and amortization	8.7	20.1	1,733.1	—	1,761.9
Net property and equipment	34.3	24.7	2,862.5	—	2,921.5
Programming and other inventory	4.4	46.9	1,497.2	—	1,548.5
Goodwill	100.3	63.0	18,288.7	—	18,452.0
Intangible assets	641.2	—	9,440.1	—	10,081.3
Investments in consolidated subsidiaries	43,816.1	4,689.6	—	(48,505.7)	—
Other assets	116.2	50.5	1,229.3	—	1,396.0
Total Assets	$ 45,567.2	$ 4,986.5	$ 38,433.2	$(48,556.7)	$ 40,430.2
Liabilities and Stockholders' Equity					
Accounts payable	$ 1.5	$ 4.2	$ 346.6	$ —	$ 352.3
Participants' share and royalties payable	—	15.6	596.9	—	612.5
Program rights	5.3	9.0	995.4	—	1,009.7
Current portion of long-term debt	—	—	19.1	—	19.1
Accrued expenses and other	489.3	274.5	1,698.7	(51.5)	2,411.0
Total current liabilities	496.1	303.3	3,656.7	(51.5)	4,404.6
Long-term debt	6,920.6	—	148.0	—	7,068.6
Other liabilities	1,738.1	1,731.4	4,015.3	(.2)	7,484.6
Intercompany payables	10,230.7	(6,671.5)	(8,668.7)	5,109.5	—
Stockholders' Equity:					
Preferred Stock	—	—	128.2	(128.2)	—
Common Stock	.8	122.8	1,135.9	(1,258.7)	.8
Additional paid-in capital	44,089.6	—	61,434.8	(61,434.8)	44,089.6
Retained earnings (deficit)	(14,215.5)	9,831.5	(19,021.4)	4,480.6	(18,924.8)
Accumulated other comprehensive income	10.1	.1	404.3	(404.4)	10.1
	29,885.0	9,954.4	44,081.8	(58,745.5)	25,175.7
Less treasury stock, at cost	3,703.3	331.1	4,799.9	(5,131.0)	3,703.3
Total Stockholders' Equity	26,181.7	9,623.3	39,281.9	(53,614.5)	21,472.4
Total Liabilities and Stockholders' Equity	$ 45,567.2	$ 4,986.5	$ 38,433.2	$(48,556.7)	$ 40,430.2

(Tabular dollars in millions, except per share amounts)

	Statement of Cash Flows For the Year Ended December 31, 2008				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$ (598.9)	$ (166.6)	$ 2,912.0	$ —	$ 2,146.5
Investing activities:					
Acquisitions, net of cash acquired	(1,814.5)	—	(220.8)	—	(2,035.3)
Capital expenditures	—	(22.7)	(451.4)	—	(474.1)
Investments in and advances to investee companies	—	—	(40.2)	—	(40.2)
Proceeds from dispositions	3.9	(7.0)	201.3	—	198.2
Proceeds from sales of investments	.3	28.6	183.8	—	212.7
Net payments to Viacom Inc. related to the Separation	—	—	(7.7)	—	(7.7)
Other, net	(1.6)	(6.4)	.3	—	(7.7)
Net cash flow used for investing activities	(1,811.9)	(7.5)	(334.7)	—	(2,154.1)
Financing activities:					
Repayments to banks, net	—	—	(5.3)	—	(5.3)
Repayment of notes	(183.2)	—	—	—	(183.2)
Payment of capital lease obligations	—	—	(17.2)	—	(17.2)
Dividends	(705.4)	—	—	—	(705.4)
Purchase of Company common stock	(46.4)	—	—	—	(46.4)
Proceeds from exercise of stock options	31.2	—	—	—	31.2
Excess tax benefit from stock-based compensation	6.5	—	—	—	6.5
Increase (decrease) in intercompany payables	2,683.8	174.1	(2,857.9)	—	—
Net cash flow provided by (used for) financing activities	1,786.5	174.1	(2,880.4)	—	(919.8)
Net decrease in cash and cash equivalents	(624.3)	—	(303.1)	—	(927.4)
Cash and cash equivalents at beginning of year	732.9	.8	613.2	—	1,346.9
Cash and cash equivalents at end of year	$ 108.6	$ .8	$ 310.1	$ —	$ 419.5

(Tabular dollars in millions, except per share amounts)

	Statement of Cash Flows For the Year Ended December 31, 2007				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$ (600.4)	$ (155.8)	$ 2,941.4	$ —	$ 2,185.2
Investing activities:					
Acquisitions, net of cash acquired	(351.6)	—	(58.4)	—	(410.0)
Capital expenditures	—	(13.5)	(455.6)	—	(469.1)
Investments in and advances to investee companies	(4.6)	—	(37.7)	—	(42.3)
Proceeds from dispositions	—	—	562.2	—	562.2
Proceeds from sales of investments	6.9	—	42.1	—	49.0
Net receipts from Viacom Inc. related to the Separation	170.0	—	2.5	—	172.5
Other, net	(1.6)	—	4.2	—	2.6
Net cash flow (used for) provided by investing activities	(180.9)	(13.5)	59.3	—	(135.1)
Financing activities:					
Borrowings from banks, net	—	—	1.7	—	1.7
Repayment of notes	(660.0)	—	—	—	(660.0)
Proceeds from issuance of notes	678.0	—	—	—	678.0
Payment of capital lease obligations	—	—	(16.8)	—	(16.8)
Dividends	(640.3)	—	—	—	(640.3)
Purchase of Company common stock	(1,950.7)	—	(1,400.6)	—	(3,351.3)
Proceeds from exercise of stock options	201.7	—	—	—	201.7
Excess tax benefit from stock-based compensation	8.9	—	—	—	8.9
Increase (decrease) in intercompany payables	2,332.8	169.6	(2,502.4)	—	—
Other, net	—	—	.3	—	.3
Net cash flow (used for) provided by financing activities	(29.6)	169.6	(3,917.8)	—	(3,777.8)
Net (decrease) increase in cash and cash equivalents	(810.9)	.3	(917.1)	—	(1,727.7)
Cash and cash equivalents at beginning of year	1,543.8	.5	1,530.3	—	3,074.6
Cash and cash equivalents at end of year	$ 732.9	$ .8	$ 613.2	$ —	$ 1,346.9

(Tabular dollars in millions, except per share amounts)

	Statement of Cash Flows For the Year Ended December 31, 2006				
	CBS Corp.	CBS Operations Inc.	Non-Guarantor Affiliates	Eliminations	CBS Corp. Consolidated
Net cash flow (used for) provided by operating activities	$(1,127.0)	$ (295.4)	$ 3,310.8	$ —	$ 1,888.4
Investing activities:					
Acquisitions, net of cash acquired	(47.3)	—	(50.6)	—	(97.9)
Capital expenditures	—	(12.9)	(381.2)	—	(394.1)
Investments in and advances to investee companies	(3.0)	—	(107.0)	—	(110.0)
Proceeds from dispositions	—	1,077.1	307.5	—	1,384.6
Proceeds from sales of investments	1.3	.3	.9	—	2.5
Net receipts from Viacom Inc. related to the Separation	35.7	—	29.9	—	65.6
Other, net	(1.2)	—	—	—	(1.2)
Net cash flow (used for) provided by investing activities from continuing operations	(14.5)	1,064.5	(200.5)	—	849.5
Net cash flow used for investing activities from discontinued operations	—	—	(34.5)	—	(34.5)
Net cash flow (used for) provided by investing activities	(14.5)	1,064.5	(235.0)	—	815.0
Financing activities:					
Repayments to banks, net	—	—	(4.8)	—	(4.8)
Repayment of notes	(832.0)	—	—	—	(832.0)
Payment of capital lease obligations	—	—	(14.7)	—	(14.7)
Dividends	(519.1)	—	—	—	(519.1)
Purchase of Company common stock	(6.2)	—	—	—	(6.2)
Proceeds from exercise of stock options	91.1	—	—	—	91.1
Excess tax benefit from stock-based compensation	1.6	—	—	—	1.6
Increase (decrease) in intercompany payables	2,796.9	(768.6)	(2,028.3)	—	—
Net cash flow provided by (used for) financing activities	1,532.3	(768.6)	(2,047.8)	—	(1,284.1)
Net increase in cash and cash equivalents	390.8	.5	1,028.0	—	1,419.3
Cash and cash equivalents at beginning of year	1,153.0	—	502.3	—	1,655.3
Cash and cash equivalents at end of year	$ 1,543.8	$ .5	$ 1,530.3	$ —	$ 3,074.6

Item 9. ***Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.***

None.

Item 9A. ***Controls and Procedures.***

The Company's chief executive officer and chief financial officer have concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) of the Securities Exchange Act of 1934, as amended ("Exchange Act")) were effective, based on the evaluation of these controls and procedures required by Rule 13a-15(b) or 15d-15(b) of the Exchange Act. No change in the Company's internal control over financial reporting occurred during the Company's last fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

Management's Report on Internal Control Over Financial Reporting is incorporated herein by reference to Item 8 on page II-38 of this report.

Item 9B. ***Other Information.***

None.

PART III

Item 10. ***Directors, Executive Officers and Corporate Governance.***

The information required by this item with respect to the Company's directors is contained in the CBS Corporation Proxy Statement for the Company's 2009 Annual Meeting of Stockholders (the "Proxy Statement") under the headings "CBS Corporation's Board of Directors," "Item 1—Election of Directors," and "Section 16(a) Beneficial Ownership Reporting Compliance," which information is incorporated herein by reference.

The information required by this item with respect to the Company's executive officers is (i) contained in the Proxy Statement under the headings "Corporate Governance" and "Section 16(a) Beneficial Ownership Reporting Compliance" and (ii) included in Part I of this Form 10-K under the caption "Executive Officers of the Company," which information is incorporated herein by reference.

Item 11. ***Executive Compensation.***

The information required by this item is contained in the Proxy Statement under the headings "CBS Corporation's Board of Directors," "Director Compensation," "Executive Compensation," "Compensation Discussion and Analysis" and "Compensation Committee Report," which information is incorporated herein by reference.

Item 12. ***Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.***

The information required by this item is contained in the Proxy Statement under the headings "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information," which information is incorporated herein by reference.

Item 13. ***Certain Relationships and Related Transactions and Director Independence.***

The information required by this item is contained in the Proxy Statement under the headings "Related Person Transactions" and "CBS Corporation's Board of Directors," which information is incorporated herein by reference.

Item 14. ***Principal Accounting Fees and Services.***

The information required by this item is contained in the Proxy Statement under the heading "Fees for Services Provided by the Independent Registered Public Accounting Firm," which information is incorporated herein by reference.

PART IV

Item 15. ***Exhibits, Financial Statement Schedules.***

(a)

1. *Financial Statements.*

The financial statements of the Company filed as part of this report on Form 10-K are listed on the Index on page F-1.

2. *Financial Statement Schedules.*

The financial statement schedule required to be filed by Item 8 of this Form 10-K is listed on the Index on page F-1.

3. *Exhibits.*

The exhibits listed in Item 15(b) of this Part IV are filed or incorporated by reference as part of this Form 10-K. The Index to Exhibits is on page E-1.

(b) *Exhibits.*

The exhibits listed in Item 15(b) of this Part IV are filed or incorporated by reference as part of this Form 10-K. The Index to Exhibits is on page E-1.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, CBS Corporation has duly caused this report to be signed on its behalf by the undersigned, thereto duly authorized.

CBS CORPORATION

By: /s/ LESLIE MOONVES

Leslie Moonves
President
Chief Executive Officer

Date: February 25, 2009

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of CBS Corporation and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ LESLIE MOONVES Leslie Moonves	President Chief Executive Officer Director	February 25, 2009
/s/ FREDRIC G. REYNOLDS Fredric G. Reynolds	Executive Vice President Chief Financial Officer	February 25, 2009
/s/ SUSAN C. GORDON Susan C. Gordon	Senior Vice President Controller Chief Accounting Officer	February 25, 2009
* David R. Andelman	Director	February 25, 2009
* Joseph A. Califano, Jr.	Director	February 25, 2009
* William S. Cohen	Director	February 25, 2009
* Gary L. Countryman	Director	February 25, 2009
* Charles K. Gifford	Director	February 25, 2009
* Leonard Goldberg	Director	February 25, 2009

Signature	Title	Date
* Bruce S. Gordon	Director	February 25, 2009
* Linda M. Griego	Director	February 25, 2009
* Arnold Kopelson	Director	February 25, 2009
* Doug Morris	Director	February 25, 2009
* Shari Redstone	Director	February 25, 2009
* Sumner M. Redstone	Director	February 25, 2009
* Frederic V. Salerno	Director	February 25, 2009

*By: /s/ LOUIS J. BRISKMAN

Louis J. Briskman
Attorney-in-Fact
for Directors

February 25, 2009

INDEX TO EXHIBITS
ITEM 15(b)

Effective December 31, 2005, Former Viacom was renamed CBS Corporation.

Exhibit No.		Description of Document
(3)		**Articles of Incorporation and Bylaws**
	(a)	Amended and Restated Certificate of Incorporation of CBS Corporation effective December 31, 2005 (incorporated by reference to Exhibit 3(a) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553).
	(b)	Amended and Restated Bylaws of CBS Corporation effective November 1, 2007 (incorporated by reference to Exhibit 3(b) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended September 30, 2007) (File No. 001-09553).
(4)		**Instruments defining the rights of security holders, including indentures**
	(a)	Indenture dated as of May 15, 1995 ("1995 Indenture") among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.) and Deutsche Bank Trust Company Americas (successor Trustee to The First National Bank of Boston) (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K of CBS Corporation filed December 15, 1995) (File No. 001-09553).
	(b)	First Supplemental Indenture to 1995 Indenture dated as of May 24, 1995 among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.) and Deutsche Bank Trust Company Americas (successor Trustee to The First National Bank of Boston) (incorporated by reference to Exhibit 4.4 to the Current Report on Form 8-K of CBS Corporation filed December 15, 1995) (File No. 001-09553).
	(c)	Second Supplemental Indenture and Amendment No. 1 to 1995 Indenture dated as of December 15, 1995 among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.) and Deutsche Bank Trust Company Americas (successor Trustee to State Street Bank and Trust Company) (incorporated by reference to Exhibit 4.5 to the Current Report on Form 8-K of CBS Corporation filed December 15, 1995) (File No. 001-09553).
	(d)	Third Supplemental Indenture to 1995 Indenture dated as of July 22, 1996 among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.), Viacom International Services Inc. and Deutsche Bank Trust Company Americas (successor Trustee to State Street Bank and Trust Company) (incorporated by reference to Exhibit 99.2 to the Current Report on Form 8-K of CBS Corporation filed August 1, 1996) (File No. 001-09553).
	(e)	Fourth Supplemental Indenture to 1995 Indenture dated as of August 1, 2000 among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.) and Deutsche Bank Trust Company Americas (successor Trustee to Citibank, N.A.) (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K of CBS Corporation filed August 3, 2000) (File No. 001-09553).

Exhibit No.		Description of Document
	(f)	Fifth Supplemental Indenture to 1995 Indenture dated as of January 17, 2001 among CBS Corporation (formerly known as Viacom Inc.), CBS Operations Inc. (formerly known as Viacom International Inc.) and Deutsche Bank Trust Company Americas (successor Trustee to Citibank, N.A.) (filed herewith).
		The other instruments defining the rights of holders of the long-term debt securities of CBS Corporation and its subsidiaries are omitted pursuant to section (b)(4)(iii)(A) of Item 601 of Regulation S-K. CBS Corporation hereby agrees to furnish copies of these instruments to the Securities and Exchange Commission upon request.
(10)		**Material Contracts**
	(a)	Separation Agreement dated as of December 19, 2005 by and between Former Viacom and New Viacom Corp. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Former Viacom filed December 21, 2005) (File No. 001-09553).
	(b)	Tax Matters Agreement dated as of December 30, 2005 by and between Former Viacom and New Viacom Corp. (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of CBS Corporation filed January 5, 2006) (File No. 001-09553).
	(c)	CBS Corporation 2004 Long-Term Management Incentive Plan (as amended and restated through May 25, 2006) (incorporated by reference to Exhibit 10 to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended June 30, 2006) (File No. 001- 09553).*
		(i) Form of Certificate and Terms and Conditions for Stock Options under the CBS Corporation 2004 Long-Term Management Incentive Plan (incorporated by reference to Exhibit 10.3 to the Current Report on Form 8-K of Former Viacom filed February 1, 2005) (File No. 001-09553).*
		(ii) Form of Certificate and Terms and Conditions for Performance-Based Restricted Shares under the CBS Corporation 2004 Long-Term Management Incentive Plan granted in connection with the Voluntary Exchange Offer (incorporated by reference to Exhibit 10 to the Quarterly Report on Form 10-Q for the quarter ended September 30, 2006) (File No. 001-09553).*
		(iii) Form of Certificate and Terms and Conditions for Performance-Based Restricted Share Units under the CBS Corporation 2004 Long-Term Management Incentive Plan (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Former Viacom filed February 1, 2005) (File No. 001-09553).*
		(iv) Form of Certificate and Terms and Conditions for Performance-Based Restricted Share Units with Time Vesting under the CBS Corporation 2004 Long-Term Management Incentive Plan (incorporated by reference to Exhibit 10.2 to the Current Report on Form 8-K of Former Viacom filed February 1, 2005) (File No. 001- 09553).*

* Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
	(v)	Form of Terms and Conditions for Performance-Based Restricted Share Units with Time Vesting under the CBS Corporation 2004 Long-Term Management Incentive Plan granted in 2007 (incorporated by reference to Exhibit 10 (c)(vi) to the Annual Report on Form 10-K of CBS Corporation for the year ended December 31, 2007) (File No. 001- 09553).*
	(vi)	Form of Terms and Conditions for Restricted Share Units with Time Vesting under the CBS Corporation 2004 Long-Term Management Incentive Plan (incorporated by reference to Exhibit 10(c)(v) to the Annual Report on Form 10-K of CBS Corporation for the year ended December 31, 2007) (File No. 001- 09553).*
	(vii)	Form of Terms and Conditions for Performance Share Units under the CBS Corporation 2004 Long-Term Management Incentive Plan (incorporated by reference to Exhibit 10(a) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended March 31, 2008 filed May 2, 2008) (File No. 001-09553).*
	(viii)	Stock Option Award Agreement effective September 22, 2008 between CBS Corporation and Sumner M. Redstone (incorporated by reference to the Current Report on Form 8-K of CBS Corporation filed September 24, 2008) (File No. 001-09553).*
(d)		CBS Corporation Senior Executive Short-Term Incentive Plan (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(f) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by the First Amendment to the CBS Corporation Senior Executive Short-Term Executive Plan effective January 1, 2009) (filed herewith).*
(e)		CBS Retirement Excess Pension Plan (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(o) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B as of January 1, 2009) (filed herewith).*
(f)		CBS Excess 401(k) Plan for Designated Senior Executives (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(p) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B as of January 1, 2009) (filed herewith).*
(g)		CBS Bonus Deferral Plan for Designated Senior Executives (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(q) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B as of January 1, 2009) (filed herewith).*
(h)		Summary of CBS Corporation Compensation for Outside Directors (filed herewith).*

* Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.	Description of Document
(i)	Former Viacom Deferred Compensation Plan for Non-Employee Directors (as amended and restated as of October 14, 2003) (incorporated by reference to Exhibit 10(e) to the Annual Report on Form 10-K of Former Viacom for the fiscal year ended December 31, 2003) (File No. 001-09553).*
(j)	CBS Corporation Deferred Compensation Plan for Outside Directors (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(i) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by the First Amendment to the CBS Corporation Deferred Compensation Plan for Outside Directors, effective as of January 1, 2009) (filed herewith).*
(k)	CBS Corporation 2000 Stock Option Plan for Outside Directors (as amended and restated through May 25, 2006) (incorporated by reference to Annex C to CBS Corporation's Proxy Statement dated April 14, 2006) (File No. 001- 09553).*
(l)	CBS Corporation 2005 RSU Plan for Outside Directors (as amended and restated through November 1, 2007) (incorporated by reference to Exhibit 10(b) to the Quarterly Report on Form 10-Q of CBS Corporation for the quarter ended September 30, 2007) (File No. 001-09553).*
(m)	Employment Agreement dated December 29, 2005 between CBS Corporation and Sumner M. Redstone (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K of Former Viacom filed December 30, 2005) (File No. 001-09553), as amended by a Letter Agreement dated March 13, 2007 (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed March 16, 2007) (File No. 001-09553), as amended by a 409A Letter Agreement dated December 10, 2008 (filed herewith).*
(n)	Employment Agreement dated October 15, 2007 between CBS Corporation and Leslie Moonves (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed October 19, 2007) (File No. 001-09553), as amended by a 409A Letter Agreement dated December 17, 2008 (filed herewith).*
(o)	Employment Agreement dated September 16, 2008 between CBS Corporation and Louis J. Briskman (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed September 22, 2008) (File No. 001-09553), as amended by a 409A Letter Agreement dated December 4, 2008 (filed herewith).*
(p)	Employment Agreement dated as of March 1, 2007 between CBS Corporation and Susan C. Gordon (incorporated by reference to Exhibit 10 to the Current Report on Form 8-K of CBS Corporation filed April 4, 2007) (File No. 001-09553), as amended by a 409A Letter Agreement dated November 3, 2008 (filed herewith).*
(q)	Employment Agreement dated August 15, 2005 between CBS Corporation and Fredric G. Reynolds (incorporated by reference to Exhibit 10.23 to the Registration Statement on Form S-4/A of Former Viacom filed November 23, 2005) (File No. 333-128821), as amended by a 409A Letter Agreement dated December 19, 2008 (filed herewith).*

* Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
(r)		CBS Corporation plans assumed by Former Viacom after the merger with former CBS Corporation, consisting of the following:
	(i)	CBS Supplemental Executive Retirement Plan (as amended as of April 1, 1999) (incorporated by reference to Exhibit 10(h) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977) (as amended by Part B effective January 1, 2009) (filed herewith).*
	(ii)	CBS Bonus Supplemental Executive Retirement Plan (as amended as of April 1, 1999) (incorporated by reference to Exhibit 10(i) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977) (as amended by Part B effective January 1, 2009) (filed herewith).*
	(iii)	CBS Supplemental Employee Investment Fund (as amended as of January 1, 1998) (incorporated by reference to Exhibit 10(j) to the Quarterly Report on Form 10-Q of CBS for the quarter ended September 30, 1999) (File No. 001-00977).*
	(iv)	Agreement dated March 2, 1999 between former CBS Corporation and Louis J. Briskman (incorporated by reference to Exhibit 10(r) to the Quarterly Report on Form 10-Q of CBS for the quarter ended March 31, 1999) (File No. 001-00977).*
	(v)	Westinghouse Executive Pension Plan (as amended and restated as of December 31, 2005) (incorporated by reference to Exhibit 10(w)(x) to the Annual Report on Form 10-K of CBS Corporation for the fiscal year ended December 31, 2005) (File No. 001-09553) (as amended by Part B effective January 1, 2009) (filed herewith).*
(s)		Infinity Broadcasting Corporation ("Infinity") Stock Plan for Directors assumed by Former Viacom after the merger with Infinity (effective as of February 24, 2000) (incorporated by reference to Exhibit 10(aa) (ii) to the Annual Report on Form 10-K of Former Viacom for the fiscal year ended December 31, 2002) (File No. 001-09553).*
(t)		CBS Corporation Matching Gifts Program for Directors (filed herewith).*
(u)		Amended and Restated Five-Year Credit Agreement, dated as of December 8, 2005, among CBS Corporation; CBS Operations Inc.; the Subsidiary Borrowers Parties thereto; the Lenders named therein; JPMorgan Chase Bank, N.A., as Administrative Agent; Citibank, N.A., as Syndication Agent; and Bank of America, N.A., UBS Securities LLC and The Bank of Tokyo-Mitsubishi, Ltd., New York Branch, as Co-Documentation Agents (incorporated by reference to Exhibit 10.1, Annex I to the Current Report on Form 8-K of Former Viacom filed December 14, 2005) (File No. 001-09553).
(v)		Agreement among Former Viacom, NAIRI, Inc. and National Amusements, Inc. dated as of October 28, 2004 (incorporated by reference to Exhibit 10(a) to the Quarterly Report on Form 10-Q of Former Viacom for the quarter ended September 30, 2004) (File No. 001-09553).

* Management contract or compensatory plan required to be filed as an exhibit to this form pursuant to Item 15(b).

Exhibit No.		Description of Document
(12)		Statement re Computations of Ratios (filed herewith).
(21)		Subsidiaries of CBS Corporation (filed herewith).
(23)		Consents of Experts and Counsel
	(a)	Consent of PricewaterhouseCoopers LLP (filed herewith).
(24)		Powers of Attorney (filed herewith).
(31)		Rule 13a-14(a)/15d-14(a) Certifications
	(a)	Certification of the Chief Executive Officer of CBS Corporation pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
	(b)	Certification of the Chief Financial Officer of CBS Corporation pursuant to Rule 13a-14(a) or 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
(32)		Section 1350 Certifications
	(a)	Certification of the Chief Executive Officer of CBS Corporation furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).
	(b)	Certification of the Chief Financial Officer of CBS Corporation furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished herewith).

INDEX TO FINANCIAL STATEMENTS AND SCHEDULE

The following Consolidated Financial Statements and schedule of the registrant and its subsidiaries are submitted herewith as part of this report:

All other Schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule.

CBS CORPORATION AND SUBSIDIARIES

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS
(Dollars in millions)

Col. A	Col. B	Col. C			Col. D	Col. E
Description	Balance at Beginning of Period	Balance Acquired through Acquisitions	Charged to Costs and Expenses	Charged to Other Accounts	Deductions	Balance at End of Period
Allowance for doubtful accounts:						
Year ended December 31, 2008	$ 141.3	$ —	$ 40.3	$ 6.9	$ 44.6	$ 143.9
Year ended December 31, 2007	$ 152.6	$ —	$ 29.4	$ 1.7	$ 42.4	$ 141.3
Year ended December 31, 2006	$ 147.2	$ —	$ 39.9	$ 2.0	$ 36.5	$ 152.6
Valuation allowance on deferred tax assets:						
Year ended December 31, 2008	$ 126.6	$ 49.7	$ 14.9	$ —	$ —	$ 191.2
Year ended December 31, 2007	$ 139.1	$ —	$ —	$ —	$ 12.5	$ 126.6
Year ended December 31, 2006	$ 127.7	$ —	$ 11.4	$ —	$ —	$ 139.1
Reserves for inventory obsolescence:						
Year ended December 31, 2008	$ 18.2	$ —	$ 17.5	$ —	$ 8.8	$ 26.9
Year ended December 31, 2007	$ 22.8	$ —	$ 15.4	$ —	$ 20.0	$ 18.2
Year ended December 31, 2006	$ 24.8	$ —	$ 14.4	$ —	$ 16.4	$ 22.8

QuickLinks

FIFTH SUPPLEMENTAL INDENTURE, dated as of January 17, 2001, among VIACOM INC., a Delaware corporation (the "Company"), VIACOM INTERNATIONAL INC., a Delaware corporation (the "Guarantor") and CITIBANK, N.A., a national banking association, as successor in interest to State Street Bank and Trust Company and The First National Bank of Boston, trustee (the "Trustee") to the Indenture, dated as of May 15, 1995, among the Company, the Guarantor and the trustee party thereto, as supplemented by the First Supplemental Indenture, dated as of May 24, 1995, among the Company, the Guarantor and the trustee party thereto, as supplemented and amended by the Second Supplemental Indenture and Amendment No. 1, dated as of December 15, 1995, among the Company, the Guarantor and the trustee party thereto, as supplemented by the Third Supplemental Indenture, dated as of July 22, 1996, among the Company, the Guarantor and the trustee party thereto and as further supplemented by the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture"), dated as of August 1, 2000, among the Company, the Guarantor and the Trustee (as so amended, the "Indenture").

RECITALS OF THE COMPANY

WHEREAS, Section 901(1) of the Indenture permits supplements thereto without the consent of Holders of Securities to add to the covenants of the Company for the benefit of all or any series of Securities;

WHEREAS, Section 901(4) of the Indenture permits supplements thereto without the consent of Holders of Securities to change any provisions of the Indenture with respect to a series of Securities, where there are no Securities Outstanding which are entitled to the benefit of such provision;

WHEREAS, Section 901(8) of the Indenture permits supplements thereto without the consent of Holders of Securities to make provisions with respect to matters or questions arising under the Indenture, provided that the interests of the Holders of Securities of any series or any related coupons are not adversely affected thereby in any material respect;

WHEREAS, as contemplated by Section 301 of the Indenture, the Company intends to issue and the Guarantor intends to guarantee from time to time a new series of Securities, consisting of the 6.40% Senior Notes due 2006 (the "2006 Senior Notes") under the Indenture;

WHEREAS, as contemplated by Section 901(8) of the Indenture, the Company is re-opening the two series of Securities established pursuant to the Fourth Supplemental Indenture (such re-opened Securities to be referred to herein as the 7.70% Senior Notes due 2010 (the "2010 Senior Notes") and the 7.875% Senior Debentures due 2030 (the "Senior Debentures")) for further issuances of additional Securities of such series;

WHEREAS, as contemplated by Section 301 of the Indenture, the Company wishes to add to the covenants of the Company for the sole benefit of the Holders of the 2006 Senior Notes and to make certain changes to other provisions of the Indenture; and

WHEREAS, as contemplated by Section 901(8) of the Indenture, the Company wishes to amend the Fourth Supplemental Indenture to supplement the terms of the 2010 Senior Notes and the Senior Debentures by including provisions allowing for the issuance of the 2010 Senior Notes and the Senior Debentures in reliance on Rule 144A and Regulation S and for their subsequent exchange for Exchange Notes or Exchange Debentures, as applicable.

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

For consideration, the adequacy and sufficiency of which are hereby acknowledged by the parties hereto, each party agrees as follows, for the benefit of the other party and for the equal and proportionate benefit of all Holders of the 2006 Senior Notes, the 2010 Senior Notes and the Senior Debentures, as follows:

SECTION 1. For the purpose of this Fifth Supplemental Indenture, all terms used herein, unless otherwise defined, shall have the meaning assigned to them in the Indenture, as amended hereby.

SECTION 2. The Company shall issue from time to time, and the Guarantor shall guarantee from time to time, (a) 2006 Senior Notes in an aggregate principal amount of $400,000,000, (b) 2010 Senior Notes in an aggregate principal amount of $500,000,000 and (c) Senior Debentures in an aggregate principal amount of $750,000,000. The form of the 2006 Senior Notes is set forth in Exhibit A hereto. The forms of the 2010 Senior Notes and the Senior Debentures are set forth in Exhibit B and Exhibit C hereto, respectively, which forms hereby replace the forms of the 2010 Senior Notes and the Senior Debentures set forth in Exhibit A and Exhibit B, respectively, to the Fourth Supplemental Indenture. The 2006 Senior Notes, 2010 Senior Notes and Senior Debentures shall include the legends set forth on the face of Exhibit A, Exhibit B and Exhibit C hereto, respectively (substantially in the form so set forth), so long as such Securities are Restricted Securities.

SECTION 3. The 2006 Senior Notes, 2010 Senior Notes and Senior Debentures offered and sold in reliance on Rule 144A shall be issued initially in the form of one or more permanent global 2006 Senior Notes, permanent global 2010 Senior Notes or permanent global Senior Debentures in registered form, substantially in the form set forth in Exhibit A, Exhibit B and Exhibit C hereto, respectively, (the "U.S. Global 2006 Senior Notes", the "U.S. Global 2010 Senior Notes" and the "U.S. Global Senior Debentures," and, collectively, the "U.S. Global Securities"), registered in the name of the nominee of the Depositary, deposited with the Trustee, as custodian for the Depositary, duly executed by the Company and authenticated by the Trustee as provided in Section 303 of the Indenture. The aggregate principal amount of the U.S. Global Securities may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, in accordance with the instructions given by the Holder thereof, as hereinafter provided.

The 2006 Senior Notes, 2010 Senior Notes and Senior Debentures offered and sold in offshore transactions in reliance on Regulation S shall be issued initially in the form of one or more permanent global 2006 Senior Notes, permanent global 2010 Senior Notes or permanent global Senior Debentures, as the case may be, in registered form, substantially in the forms set forth in Exhibit A, Exhibit B and Exhibit C hereto, respectively, (the "Offshore Global 2006 Senior Notes", "Offshore Global 2010 Senior Notes" and the "Offshore Global Senior

Debentures," collectively, the "Offshore Global Securities"), registered in the name of the nominee of the Depositary, deposited with the Trustee, as custodian for the Depositary, duly executed by the Company and authenticated by the Trustee as provided in Section 303 of the Indenture. The aggregate principal amount of the Offshore Global Securities may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

The U.S. Global Securities and the Offshore Global Securities are sometimes referred to herein as the "Global Securities."

SECTION 4. For the sole benefit of the Holders of the 2006 Senior Notes, Section 101 of the Indenture shall be amended by deleting the definitions of "Authorized Newspaper," "Corporate Trust Office," "Principal Property," "Sale and Leaseback Transaction" and "United States Person" and replacing such definitions with the following definitions:

"Authorized Newspaper" means a newspaper, in the English language or in an official language of the country of publication, customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays, and of general circulation in the place in connection with which the term is used or in the financial community of such place; *provided*, *however*, that so long as a series of Securities is listed on the Luxembourg Stock Exchange, Authorized Newspaper solely with respect to such series of Securities shall mean a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxembourg Wort*) or, if publication in such newspaper is not practicable, a leading English language daily newspaper with general circulation in Europe, that is published each Business Day in morning editions, whether or not published in Saturday, Sunday or holiday editions. Where successive publications are required to be made in Authorized Newspapers, the successive publications may be made in the same or in different newspapers in the same city meeting the foregoing requirements and in each case on any Business Day.

"Corporate Trust Office" means the office of the Trustee at which the corporate trust business of the Trustee shall, at any particular time, be principally administered, which office is, at the date of this Indenture, located at Citibank, N.A., 111 Wall Street, 14th Floor, New York, New York, 10005; Attention: Citibank Agency and Trust Services.

"Principal Property" means any parcel of real property and related fixtures or improvements (other than telecommunications equipment, including, without limitation, satellite transponders) owned by the Company or any Restricted Subsidiary and located in the United States, the aggregate book value of which on the date of determination exceeds $1.0 billion, other than any such real property and related fixtures or improvements which, as determined in good faith by the Board of Directors of the Company, is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property which has been or is to be sold or transferred by the Company or such Person; *provided*, *however*, that "Sale and Leaseback Transaction" shall not include such arrangements that were existing on January 17, 2001, or at the time any Person owning a Principal Property becomes a Restricted Subsidiary (whether by acquisition or otherwise, including through merger or consolidation).

"United States Person" means any individual who is a citizen or resident of the United States, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state thereof or the District of Columbia (other than a partnership that is not treated as a United States Person under any applicable Treasury regulations), any estate the income of which is subject to United States federal income taxation regardless of its source, or any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States Persons have the authority to control all substantial decisions of the trust. Notwithstanding the preceding sentence, to the extent provided in the Treasury regulations, certain trusts in existence on August 20, 1996, and treated as United States Persons prior to such date that elect to continue to be treated as United States Persons, will also be United States Persons.

SECTION 5. For the sole benefit of the Holders of the 2006 Senior Notes, Section 101 of the Indenture shall be amended by adding the following definitions, each in appropriate alphabetical order:

"Agent" means any Transfer Agent, Registrar, co-Registrar, Paying Agent or Authenticating Agent.

"Closing Date" means January 17, 2001.

"Depositary" means, as applicable, either the U.S. Depositary or the Common Depositary.

"Exchange Notes" means any securities of the Company containing terms identical to the 2006 Senior Notes (except that such Exchange Notes shall be registered under the Securities Act and shall not include the restrictions on transfer or any increase in the interest rate) that are issued and exchanged for the 2006 Senior Notes pursuant to the Registration Rights Agreement and the Indenture.

"Exchange Offer Registration Statement" means the Exchange Offer Registration Statement as defined in the Registration Rights Agreement.

"non-United States Person" means a Person who is not a United States Person.

"Participant" means a Person who has an account with a Depositary.

"Registration Rights Agreement" means the Registration Rights Agreement, dated January 17, 2001, between the Company, the Guarantor, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Smith Barney, Inc. and certain permitted assigns specified therein.

"Registration Statement" means the Registration Statement as defined and described in the Registration Rights Agreement.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Non-U.S. Person" means a person who is not a "U.S. Person" as defined in Regulation S.

"Regulation S U.S. Person" has the meaning assigned thereto in Regulation S.

"Restricted Security" means any 2006 Senior Note that has not been sold in connection with an effective Registration Statement.

"Rule 144A" means Rule 144A under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

SECTION 6. For the sole benefit of the Holders of the Senior Notes due 2010 and the Senior Debentures, Section 1 of the Fourth Supplemental Indenture is hereby amended by adding the following definitions, each in appropriate alphabetical order:

"Closing Date" means January 17, 2001.

"Exchange Notes" or "Exchange Debentures" means any securities of the Company containing terms identical to the 2010 Senior Notes or Senior Debentures, as the case may be, (except that such Exchange Notes or Exchange Debentures shall be registered under the Securities Act and shall not include the restrictions on transfer or any increase in the interest rate) that are issued and exchanged for the 2010 Senior Notes or Senior Debentures, as the case may be, pursuant to the Registration Rights Agreement and the Indenture.

"Exchange Offer Registration Statement" means the Exchange Offer Registration Statement as defined in the Registration Rights Agreement.

"Registration Rights Agreement" means the Registration Rights Agreement, dated January 17, 2001, between the Company, the Guarantor, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Salomon Smith Barney, Inc. and certain permitted assigns specified therein.

"Registration Statement" means the Registration Statement as defined and described in the Registration Rights Agreement.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Non-U.S. Person" means a person who is not a "U.S. Person" as defined in Regulation S.

"Regulation S U.S. Person" has the meaning assigned thereto in Regulation S.

"Restricted Security" means any 2010 Senior Note or Senior Debenture that has not been sold in connection with an effective Registration Statement.

"Rule 144A" means Rule 144A under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

SECTION 7. For the sole benefit of the Holders of the Senior Notes due 2006, Section 106 shall be amended by deleting clause (1) thereof and replacing such clause (1) in its entirety with the following:

> (1) such notice shall be sufficiently given to Holders of Registered Securities (unless otherwise herein expressly provided) (a) if in writing and mailed, first-class postage prepaid, to each such Holder affected by such event, at the address of such Holder as it appears in the Security Register, not earlier than the earliest date, and not later than the latest date, prescribed for the giving of such notice, and (b) for so long as a series of Registered Securities is listed on the Luxembourg Stock Exchange and it is required by rules of the Luxembourg Stock Exchange, publication shall have been made of such notice with regard to such series of Securities in the English language in an Authorized Newspaper.

SECTION 8. For the sole benefit of the holders of (i) the 2006 Senior Notes, Sections 305, 305A and 305B of the Indenture are hereby deleted in their entirety and replaced by the following Sections 305, 305A, 305B, 305C, 305D and 305E (the "New Provisions"); and (ii) the 2010 Senior Notes and the Senior Debentures, Section 6 of the Fourth Supplemental Indenture is hereby deleted in its entirety and replaced with the following; *provided that* references to the 2010 Senior Notes and the Senior Debentures (or any other similar term) contained in the New Provisions shall be deleted from the version of the New Provisions which applies to the 2006 Senior Notes; and *provided further*, that references to the 2006 Senior Notes (or any other similar

term) contained in the New Provisions shall be deleted from the version of the New Provisions which applies to the 2010 Senior Notes and the Senior Debentures:

> SECTION 305. Registrar and Paying Agent. The Company shall maintain an office or agency in the City of New York where Securities may be presented for transfer or for exchange (the "Transfer Agent") and for the registration of such transfer or exchange (the "Registrar", which term shall include acting in the capacity of Transfer Agent), an office or agency in the City of New York where Securities may be presented for payment (the "Paying Agent") and an office or agency where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served, which shall be in the Borough of Manhattan, The City of New York and, in the event any series of Securities is listed on the Luxembourg Stock Exchange, in Luxembourg with respect to such series. The Company shall cause the Registrar to keep a register of the

Securities and of their transfer and exchange (the "Security Register"). The Security Register shall be in written form or any other form capable of being converted into written form within a reasonable time. The Company may have one or more co-Registrars and one or more additional Paying Agents.

The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall give prompt written notice to the Trustee of the name and address of any such Agent and any change in the address of such Agent. If the Company fails to maintain a Registrar, Paying Agent and/or agent for service of notices and demands, the Trustee shall act as such Registrar, Paying Agent and/or agent for service of notices and demands. The Company may remove any Agent upon written notice to such Agent and the Trustee; *provided* that no such removal shall become effective until (i) the acceptance of an appointment by a successor Agent to such Agent as evidenced by an appropriate agency agreement entered into by the Company and such successor Agent and delivered to the Trustee or (ii) notification to the Trustee that the Trustee shall serve as such Agent until the appointment of a successor Agent in accordance with clause (i) of this proviso. The Company, any Subsidiary of the Company, or any Affiliate of any of them may act as Paying Agent, Registrar or co-Registrar, and/or agent for service of notice and demands.

The Company initially appoints the Trustee as Registrar, Paying Agent, Authenticating Agent and agent for service of notice and demands and Kredietbank S.A. Luxembourgeoise as Transfer Agent, Paying Agent and agent for service of notice and demands in Luxembourg, at Kredietbank S.A. Luxembourgeoise, 43, Boulevard Royal, L-2955 Luxembourg; Attention: Corporate Trust Department. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee as of each Regular Record Date and at such other times as the Trustee may reasonably request the names and addresses of Holders as they appear in the Security

Register, including the aggregate principal amount of Securities held by each Holder.

SECTION 305A. Transfer and Exchange. A Holder may transfer a Security only by written application to the Registrar stating the name of the proposed transferee and otherwise complying with the terms of this Indenture. No such transfer shall be effected until, and such transferee shall succeed to the rights of a Holder only upon, final acceptance and registration of the transfer by the Registrar in the Security Register. Prior to the registration of any transfer by a Holder as provided herein, the Company, the Trustee, and any agent of the Company shall treat the person in whose name the Security is registered as the owner thereof for all purposes whether or not the Security shall be overdue, and neither the Company, the Trustee, nor any such agent shall be affected by notice to the contrary. Furthermore, any Holder of a Global Security shall, by acceptance of such Global Security, agree that transfers of beneficial interests in such Global Securities may be effected only through a book-entry system maintained by the Holder of such Global Security (or its agent) and that ownership of a beneficial interest in the Security shall be required to be reflected in a book-entry. When Securities are presented to the Registrar or a co-Registrar with a request to register the transfer or to exchange them for an equal principal amount of Securities of other authorized denominations; *provided that* (i) the Registrar shall register the transfer or make the exchange as requested if its requirements for such transactions are met (including that such Securities are duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee and Registrar duly executed by the Holder thereof or by an attorney who is authorized in writing to act on behalf of the Holder) and (ii) the requirements of Section 305D herein are met. To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Securities at the Registrar's request. No service charge shall be made for any registration of transfer or exchange or redemption of the Securities, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith. Securities presented to Kredietbank S.A. Luxembourgeoise with a request to register the transfer or exchange of such Securities will be forwarded, along with such request, by Kredietbank S.A. Luxembourgeoise to the Registrar.

The Registrar shall not be required (i) to issue, register the transfer of or exchange any Security during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities selected for redemption under Article Eleven and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

SECTION 305B. Legend on Restricted Securities. Unless and until a 2006 Senior Note, a 2010 Senior Note or a Senior Debenture is exchanged for an Exchange Note or Exchange Debenture, as the case may be, or sold in connection with an effective

Shelf Registration Statement pursuant to the Registration Rights Agreement, (i) the U.S. Global 2006 Senior Notes, the U.S. Global 2010 Senior Notes and U.S. Global Senior Debentures shall bear the legend set forth on the face of Exhibit A, Exhibit B and Exhibit C hereto, respectively, and (ii) the Offshore Global 2006 Senior Notes, the Offshore 2010 Senior Notes and Offshore Global Senior Debentures shall bear the legend set forth on the face of Exhibit A, Exhibit B and Exhibit C hereto respectively, until (A) at least the 41st day after the Closing Date and (B) receipt by the Company and the Trustee of a certificate substantially in the form of Appendix I hereto.

Except as provided in Section 305D, the Trustee shall not issue any unlegended 2006 Senior Notes, 2010 Senior Notes or Senior Debentures until it has received an Officers' Certificate from the Company directing it to do so.

SECTION 305C. Book-Entry Provisions for U.S. Global Securities and Offshore Global Securities. (a) Each U.S. Global Security and Offshore Global Security initially shall (i) be registered in the name of the Depositary for such U.S. Global Security or Offshore Global Security or the nominee of such Depositary, (ii) be delivered, as applicable, either to the Trustee, as U.S. Depositary, or to the Common Depositary and (iii) bear legends as set forth on the face of the form of the 2006 Senior Note, 2010 Senior Note or Senior Debenture, as the case may be.

Members of, or Participants in, the Depositary ("Agent Members") shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depositary, or the Trustee as its custodian or the Common Depositary, as applicable, or under such Global Security, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of any Security.

(b) Transfers of a Global Security shall be limited to transfers of such Global Security in whole, but not in part, to the Depositary, its successors or their respective nominees, and as further specified in Section 305D. Transfers of interests in one Global Security to parties who will hold the interests through the same Global Security will be effected in the ordinary way in accordance with the respective rules and operating procedures of the applicable Depositaries and the provisions of Section 305D. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" of Euro-clear and the "General Terms and Conditions of Clearstream" and "Customer Handbook" of Cedel S.A. shall be applicable to interests in the Global Securities that are held by Agent Members through Euro-clear and Cedel S.A.

(c) Any beneficial interest in one of the Global Securities that is transferred to a person who takes delivery in the form of an interest in another Global Security will, upon transfer, cease to be an interest in such Global Security and become an interest in such other Global Security and, accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to beneficial interests in such other Global Security for so long as it remains such an interest.

(d) In connection with any transfer of a portion of the interests in a Global Security to beneficial owners pursuant to paragraph (b) of this Section 305C, the Registrar shall reflect on its books and records the date and a decrease in the principal amount of such Global Security in an amount equal to the principal amount of the interest in such Global Security to be transferred.

(e) In connection with the transfer of the U.S. Global Securities or the Offshore Global Securities, in whole, to beneficial owners pursuant to paragraph (b) of this Section 305C, the U.S. Global Securities or Offshore Global Securities, as the case may be, shall be deemed to be surrendered to the Trustee for cancellation.

(f) The registered holder of a Global Security may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

(g) The Securities are initially solely issuable as Global Securities. Registered Securities shall only be transferred to all beneficial owners in exchange for their beneficial interests in a Global Security, if (i) the Depositary with respect to such Global Securities notifies the Company that it is unwilling or unable to continue as Depositary for such Global Security, as the case may be, and a successor Depositary is not appointed by the Company within 90 days of such notice or (ii) an Event of Default has occurred and is continuing and the Registrar has received a request to the foregoing effect from the Depositary or the Trustee.

(h) All Securities issued upon any transfer or exchange of Securities shall be valid, legally enforceable obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such transfer or exchange.

SECTION 305D. (a) <u>Transfers to QIBs</u>. The following provisions shall apply with respect to the registration of any proposed transfer of 2006 Senior Notes, 2010 Senior Notes or Senior Debentures constituting a Restricted Security to a qualified institutional buyer as defined in Rule 144A (a "<u>QIB</u>"):

(i) if the 2006 Senior Notes, 2010 Senior Notes or Senior Debentures to be transferred consist of an interest in the U.S. Global

Securities, the transfer of such interest may be effected through the book-entry system maintained by the Depositary; and

(ii) (A) if the proposed transferor is an Agent Member holding a beneficial interest in the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures, upon receipt by the Registrar of instructions in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and a decrease in the principal amount of the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures, as the case may be, in an amount equal to the principal amount of the beneficial interest in the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures to be transferred, and (B) if the proposed transferee is an Agent Member, upon receipt by the Registrar of instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the U.S. Global 2006 Senior Notes, U.S. Global 2010 Senior Notes or U.S. Global Senior Debentures, as the case may be, in an amount equal to the principal amount of the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures to be transferred and the Trustee shall decrease the amount of the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures.

(b) <u>Transfers of Interests in the Offshore Global Securities</u>. The following provisions shall apply with respect to any transfer of interests in Offshore Global Securities:

(i) until the expiration of the 40-day distribution compliance period within the meaning of Rule 903 of Regulation S, any offer or sale of interests in the Offshore Global Securities shall be made (a) outside the United States (1) in compliance with Rule 903 or 904 under the Securities Act or (2) to a QIB in compliance with Rule 144A and (b) in accordance with all applicable securities laws of the states of the United States or any other applicable jurisdiction;

(ii) prior to the removal of the legend from the Offshore Global Securities pursuant to Section 305B, the Registrar shall refuse to register such transfer unless such transfer complies with this Section 305D, and

(iii) after such removal, the Registrar shall register the transfer of any such 2006 Senior Note, 2010 Senior Note or Senior Debenture without requiring any additional certification.

(c) Transfers to Regulation S Non-U.S. Persons at Any Time. The following provisions shall apply with respect to any transfer of a Restricted Security to a Regulation S Non-U.S. Person:

(i) The Registrar shall register any proposed transfer to any Regulation S Non-U.S. Person if (A) the Security to be transferred is an interest in U.S. Global Securities, (B) the proposed transferor has delivered to the Registrar a certificate substantially in the form of Appendix I hereto and (C) if requested by the Company, the proposed transferee has delivered to the Registrar an opinion of counsel acceptable to the Company that such transfer is in compliance with the Securities Act.

(ii) (A) If the proposed transferor is an Agent Member holding a beneficial interest in U.S. Global 2006 Senior Notes, U.S. Global 2010 Senior Notes or U.S. Global Senior Debentures, as the case may be, upon receipt by the Registrar of (x) the documents, if any, required by paragraph (i) and (y) instructions in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and a decrease in the principal amount of the U.S. Global 2006 Senior Notes, U.S. Global 2010 Senior Notes or U.S. Global Senior Debentures, as the case may be, in an amount equal to the principal amount of the beneficial interest in the U.S. Global Security to be transferred, and (B) if the proposed transferee is an Agent Member, upon receipt by the Registrar of instructions given in accordance with the Depositary's and the Registrar's procedures, the Registrar shall reflect on its books and records the date and an increase in the principal amount of the Offshore Global 2006 Senior Notes, Offshore Global 2010 Senior Notes or Offshore Global Senior Debentures, as the case may be, in an amount equal to the principal amount of the U.S. Global Securities to be transferred, and the Trustee shall decrease the amount of the U.S. Global Securities.

SECTION 305E. General. By its acceptance of any 2006 Senior Notes, 2010 Senior Notes or Senior Debentures bearing the legends set forth on the face of the form of the 2006 Senior Note, 2010 Senior Note or Senior Debenture, as the case may be, each Holder of such a 2006 Senior Note, 2010 Senior Note or Senior Debenture acknowledges the restrictions on transfer of such 2006 Senior Note, 2010 Senior Note or Senior Debenture set forth in the Indenture and in such legends and agrees that it will transfer such 2006 Senior Note, 2010 Senior Note or Senior Debenture only as provided in the Indenture.

The Registrar shall retain, in accordance with its customary procedures, copies of all letters, notices and other written communications received pursuant to this Section 305E. The Company shall have the right to inspect and make copies of all such letters, notices or other written communications at any reasonable time upon the giving of reasonable written notice to the Registrar.

SECTION 9. For the sole benefit of the Holders of the 2006 Senior Notes, Section 307 shall be amended by deleting the first paragraph thereof and replacing such paragraph in its entirety with the following:

(a) Interest on any Registered Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid, in immediately available funds, to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Company maintained for such purpose pursuant to Section 1002; *provided*, *however*, that each installment of interest on any Registered Security may at the Company's option be paid in immediately available funds by transfer to an account maintained by the payee located in the United States.

SECTION 10. For the sole benefit of the Holders of the 2006 Senior Notes, Section 501 shall be amended by deleting in subparagraphs (4) and (5) thereunder, the references to the amount $100 million, and replacing such references with the amount $250 million.

SECTION 11. For the sole benefit of the Holders of the 2006 Senior Notes, the first paragraph of Section 1007 of the Indenture is hereby deleted and replaced by the following paragraphs:

The Company shall, subject to the exceptions and limitations set forth below, pay as additional interest on the Securities of any series, such additional amounts (the "Additional Amounts") as are necessary in order that the net payment to be made by the Company or by a Paying Agent on behalf of the Company, of the principal of and interest on a series of Securities to a Holder who is a non-United States Person, after deduction for any present or future tax, assessment or other governmental charge of the United States or a political subdivision or taxing authority thereof or therein, imposed by withholding with respect to such payment, will not be less than the amount provided in the Securities to be then due and payable; *provided*, *however*, that the foregoing obligation to pay Additional Amounts shall not apply:

(1) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the Holder, or a fiduciary, settlor, beneficiary, member or shareholder of the Holder, if the Holder is an estate, trust, partnership or corporation, or a Person holding a power over an estate or trust administered by a fiduciary Holder, being considered as:

(a) being or having been present or engaged in a trade or business in the United States or having had a permanent establishment in the United States;

(b) having a current or former relationship with the United States, including a relationship as a citizen or resident thereof;

(c) being or having been a foreign or domestic personal holding company, a passive foreign investment company or a controlled foreign corporation with respect to the United States or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having a "10-percent shareholder" of the Company, as defined in Section 871(h)(3) of the United States Internal Revenue Code or any successor provision thereof; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(2) to any Holder that is not the sole beneficial owner of a Security, or a portion thereof, or that is a fiduciary or partnership, but only to the extent that a beneficiary or settlor with respect to the fiduciary, a beneficial owner or member of the partnership would not have been entitled to the payment of any Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that is imposed or withheld by reason of the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States, or otherwise with respect to the status, of the Holder or beneficial owner of such Security (or any beneficiary, settlor, beneficial owner or member thereof), if compliance is required by statute, by regulation of the United States Treasury Department or by an applicable income tax treaty to which the United States is a party, or by any official interpretation or ruling promulgated pursuant to any of the foregoing, as a precondition to exemption from such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Company or by a Paying Agent on its behalf from the payment;

(5) to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth or personal property tax or similar tax, assessment or other governmental charge;

(7) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Security, if such payment can be made without such withholding by any other Paying Agent on behalf of the Company; or

(8) in the case of any combination of items (1), (2), (3), (4), (5), (6) and (7).

The Securities are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable thereto. Except as otherwise provided for in this Section 1007 and Section 1101, the Company shall not be required to make any payments with respect to any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority thereof or therein.

Whenever in this Indenture there is mentioned, in any context, the payment of the principal of (or premium, if any, on) or interest on, or in respect of, any Security of a series or payment of any related coupon or the net proceeds received on the sale or exchange of a Security of a series, such mention shall be deemed to include mention of the payment of Additional Amounts provided for by the terms of such series established pursuant to Section 301 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to such terms and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

SECTION 12. For the sole benefit of the Holders of the 2006 Senior Notes, Section 1010 of the Indenture is hereby deleted in its entirety and replaced by the following Section 1010:

Section 1010. Limitations on Liens.

The Company shall not create, assume or suffer to exist any Lien on any of its property or assets, without securing the Securities of any applicable series equally and ratably with (or prior to) such secured Indebtedness; *provided*, *however*, that the foregoing shall apply only to Liens which in the aggregate exceed 15% of the Company's total consolidated assets as of the end of the Company's most recent accounting period preceding the creation or assumption of any such Lien (reduced by any Attributable Debt with respect to any Sale and Leaseback Transaction permitted under Section 1011 below). This restriction will not apply to Capitalized Leases or to Indebtedness secured by (a) Liens existing on January 17, 2001, and Liens on property of, or Indebtedness of, any Person at the time such Person becomes a Subsidiary (whether by acquisition or otherwise, including through merger or consolidation), (b) Liens in favor of the Company or a Subsidiary of the Company, (c) Liens existing at the time of acquisition of the assets secured thereby (including acquisition through merger or consolidation) and purchase money Liens, and (d) any extension, renewal or refunding of any Lien referred to in the foregoing clauses (a) through (c), inclusive.

SECTION 13. For the sole benefit of the Holders of the 2006 Senior Notes, Section 1101 of the Indenture is hereby deleted in its entirety and replaced by the following Section 1101:

Section 1101. Optional Redemption.

In the event that as a result of any change in, or amendments to, any laws (or any regulations or rulings promulgated thereunder) of the United States (or any political subdivision or taxing authority thereof or therein) or any change in, or amendments to, an official position regarding the application of such laws, regulations or rulings, which change or amendment is announced or becomes effective thereunder after January 9, 2001, the Company has become or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay, with respect to a series of Securities, any Additional Amounts, the Company may redeem, in accordance with this Article Eleven, all, but not less than all, the Securities of such series at any time at 100% of the principal amount thereof, together with accrued interest thereon, if any, to the Redemption Date (subject to the rights of holders of record on the relevant Regular Record Date that is prior to the Redemption Date to receive interest on the relevant Interest Payment Date).

SECTION 14. For the sole benefit of the Holders of the 2006 Senior Notes, a new Section 1108 shall be added to the Indenture and, for the sole benefit of the Holders of the 2010 Senior Notes and Senior Debentures, the Fourth Supplemental Indenture shall be amended to add a new Section 11A which shall add a new Section 1108 to the Indenture as follows:

(a) Exchange Notes or Exchange Debentures may from time to time be executed by the Company and delivered to the Trustee for authentication and the Trustee shall thereupon authenticate and deliver said Exchange Notes or Exchange Debentures, upon cancellation of an equal amount of Restricted Securities tendered in exchange, upon a Company Order without further action by the Company.

(b) No exchange of 2006 Senior Notes, 2010 Senior Notes or Senior Debentures for Exchange Notes or Exchange Debentures, as the case may be, shall occur until a Registration Statement shall have been declared effective by the Commission and any 2006 Senior Notes, 2010 Senior Notes or Senior Debentures that are exchanged for Exchange Notes or Exchange Debentures shall be cancelled by the Trustee.

SECTION 15. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS FIFTH SUPPLEMENTAL INDENTURE.

SECTION 16. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

SECTION 17. Except as herein amended with respect to the 2006 Senior Notes, 2010 Senior Notes and the Senior Debentures, all applicable terms, conditions and provisions of the Indenture, as supplemented, shall continue in full force and effect and shall remain binding and enforceable in accordance with their respective terms.

IN WITNESS WHEREOF, the parties have caused this Fifth Supplemental Indenture to be duly executed and attested, all as of the day and year first written above.

VIACOM INC.

By: /s/ Robert G. Freedline
Name: Robert G. Freedline
Title: Vice President and Treasurer

ATTEST

By: /s/ Angeline C. Straka
Name: Angeline C. Straka
Title: Assistant Secretary

VIACOM INTERNATIONAL INC.

By: /s/ Robert G. Freedline
Name: Robert G. Freedline
Title: Vice President and Treasurer

ATTEST

By: /s/ Angeline C. Straka
Name: Angeline C. Straka
Title: Assistant Secretary

CITIBANK, N.A.

By: /s/ P. DeFelice
Name: P. DeFelice
Title: Vice President

ATTEST

By: /s/ Nancy Forte
Name: Nancy Forte
Title: Senior Trust Officer

FIRST AMENDMENT TO THE
CBS CORPORATION SENIOR EXECUTIVE
SHORT-TERM INCENTIVE PLAN

CBS Corporation hereby amends the CBS Corporation Senior Executive Short-Term Incentive Plan, effective January 1, 2009 (“the Plan”), as follows:

1. The second sentence of Section 2.5 is amended in its entirety to read as follows:

   “Such Awards shall be paid between January 1st and February 28th of the calendar year following the calendar year during which the Performance Period ends.”

2. Capitalized terms used in but not defined in this First Amendment shall have the same meaning as in the Plan.

3. Except as otherwise provided herein, the Plan shall continue in full force and effect in accordance with its terms.

Exhibit 10(e)

CBS RETIREMENT EXCESS PENSION PLAN

PART B – AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

Section 1. Purpose.

The purpose of this CBS Retirement Excess Pension Plan is to provide for the payment of certain pension and pension-related benefits to certain employees of CBS Corporation (the "Company") and its subsidiaries so that the total pension and pension-related benefits of such employees can be determined without regard to certain benefit limitations imposed on the CBS Retirement Plan (the "Qualified Plan") by Section 401(a)(17) and Section 415 of the Code, the Employee Retirement Income Security Act of 1974, and related legislation.

Section 2. 2009 Amendment and Restatement and Grandfathered Status of Benefits Deferred Prior to January 1, 2005. The Excess Pension Plan for Certain Employees of Viacom International Inc. was adopted as of January 1, 1989, restated as of January 1, 1996, renamed the Viacom Excess Pension Plan as of January 1, 2003, and further renamed the CBS Retirement Excess Pension Plan as of December 31, 2005. The Plan is hereby again amended and restated, effective as of January 1, 2009, by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan and the amendments made prior to October 3, 2004, applies to a Participant's benefit or any portion thereof that is considered to have been Deferred under the Plan prior to January 1, 2005 (the "Section 409A Grandfathered Benefit"), in accordance with the terms of those documents in effect from time to time prior to October 3, 2004. The Section 409A Grandfathered Benefit shall continue to be governed by the law applicable to nonqualified deferred compensation prior to the codification of Code Section 409A. The provisions of this Part B shall apply to any portion of a Participant's benefit that is considered to have been Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Code Section 409A, so that Participants will be eligible to defer the receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to the period commencing January 1, 2005 and ending December 31, 2008 and with respect to the portion of a Participant's benefit that is considered to have been Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan was administered in accordance with a reasonable, good faith interpretation of Code Section 409A, Treasury Regulations, IRS Notices and other guidance issued thereunder, and such interpretation shall govern the rights of a Participant with respect to that period of time.

Section 3. Definitions. Unless the context clearly indicates otherwise, the following terms when used in this Plan with initial capital letters shall have the following meanings:

A. The term "Actuarial Equivalent" or "Actuarially Equivalent" means, with respect to a Plan Benefit, or any portion thereof, an amount of equivalent value determined on such actuarial basis as the Committee, in its sole discretion, shall determine is reasonable and appropriate and which shall be applied by the Committee in a uniform and consistent manner.

B. The term "Aggregate Benefit" has the meaning provided in Section 7.D.

C. The term "Beneficiary" means the beneficiary designated under this Plan to receive benefits upon the death of the Participant. A Participant's Beneficiary will be determined pursuant to the terms of the Qualified Plan in which he participates, as in effect at the time of benefit commencement under this Plan.

D. "Benefit Commencement Date" means, except as provided below, the first day of the month immediately following the later of (i) the Participant's Separation from Service, and (ii) the Participant's attainment of age 55. In the event a Participant makes a Subsequent Payment Election, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date upon which the Participant has elected to have payment of his Post-2004 Plan Benefit commence.

E. The term "Code" means the Internal Revenue Code of 1986, as amended.

F. The term "Committee" means the CBS Retirement Committee or any successor thereto.

G. The term "Company" has the meaning provided in Section 1.

H. The term "Deferred" means that an amount is considered to be deferred within the meaning of Treasury Regulations Sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

I. The term "Employee" means an employee of the Employer.

J. The term "Employer" means the Company and its subsidiaries and affiliates that participate in the Plan.

K. The term "New Viacom Pension Plan" means the successor plan to the former Viacom Pension Plan sponsored by the new Viacom Inc. New Viacom Excess Pension Plan means the successor plan to the former Viacom Excess Pension Plan sponsored by the new Viacom Inc.

L. The term "Normal Retirement Date" has the meaning given such term under the Qualified Plan, effective January 1, 2005.

M. The term "Optional Forms" has the meaning provided in Section 7.

N. The term "Participant" has the meaning provided in Section 5.

O. The term "Plan" means the CBS Retirement Excess Pension Plan, as in effect from time to time. Part A of the Plan, which is attached hereto and made a part hereof, shall apply to any portion of a Participant's Plan Benefit that was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to any portion of a Participant's Plan Benefit that is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

P. The term “Plan Benefit” has the meaning provided in Section 6.A.

Q. The term “Post-2004 Plan Benefit” means any portion of a Participant’s Plan Benefit that was Deferred after December 31, 2004.

R. The term “Pre-Retirement Death Benefit” means the benefit described in Section 7.F(i).

S. The term “Qualified Plan” means the CBS Retirement Plan, as in effect on January 1, 2005 and as may be amended from time to time thereafter.

T. The term “Same Sex Domestic Partner” has the meaning provided in the Qualified Plan.

U. The term “Section 409A Grandfathered Benefit” has the meaning provided in Section 2.

V. The term “Separation from Service” means the condition that exists when an Employee who is a Participant in the Plan and the Employer reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Employee will perform after such date (whether as an Employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Employee has been providing services to the Employer for less than 36 months). For purposes of this Section 3.V, for periods during which an Employee is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Employee is treated as providing bona fide services at the level equal to the level of services that the Employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Employee is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 3.V (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 3.V, the Employer shall be considered to include all members of the controlled group of corporations which includes the Company; provided, however, that in applying Code Section 414(b), the phrase “at least 50 percent” shall be substituted for “at least 80 percent”; and in applying Code Section 414(c), the phrase “at least 50 percent” shall be used instead of the phrase “at least 80 percent.” Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

W. The term “Subsequent Payment Election” has the meaning provided in Section 7.B.

X. The term “Transition Election” means a Participant’s election made on or before December 31, 2008 in accordance with IRS Notice 2007-86 and other applicable guidance under Code Section 409A to designate the time at which the Participant’s Plan Benefit will commence.

Y. The term “Year of Service” has the meaning provided in the Qualified Plan.

Section 4. Administration.

This Plan shall be administered by the Committee, which shall administer it in a manner consistent with the administration of the Qualified Plan, except that this Plan shall be administered as an unfunded plan that is not intended to meet the qualification requirements of Section 401(a) of the Code. The Committee’s decisions in all matters involving the interpretation and application of this Plan shall be final. The Committee may act on its own behalf or through the actions of its duly authorized representative.

The Committee shall be the final review committee under the Plan, with the authority to determine conclusively for all parties any and all questions arising from the administration of the Plan, and shall have sole and complete discretionary authority and control to manage the operation and administration of the Plan, including, but not limited to, the determination of all questions relating to eligibility for participation and benefits, interpretation of all Plan provisions, determination of the amount and kind of benefits payable to any participant, spouse or beneficiary, and construction of disputed or doubtful terms. Such decisions shall be conclusive and binding on all parties and not subject to further review.

Section 5. Eligibility.

Employees who are eligible for benefits under the Plan (“Participants”) are those Employees who are (i) participants in the Qualified Plan whose annual base salary and commissions exceed the annual compensation limit in effect under Section 401(a)(17) of the Code, and (ii) are designated by the Committee as an employee eligible to participate in the Plan. If an Employee becomes a Participant in any calendar year, such Employee shall remain a Participant for all future calendar years.

For purposes of this Plan, “Compensation” means the total compensation taken into account under the Qualified Plan (without regard to the limitations of Section 401(a)(17) of the Code and the regulations thereunder).

A Participant’s Compensation under this Plan shall be subject to a maximum annual Compensation of $750,000. For Participants as of December 31, 1995, the maximum annual Compensation for the 1996 calendar year and each subsequent calendar year shall be the Participant’s Compensation under the Plan for the 1995 calendar year. Notwithstanding the foregoing, for any Participant who is also a participant in the New Viacom Pension Plan and the New Viacom Excess Pension Plan after December 31, 2005, the maximum amount of Compensation under this Plan is limited to $375,000.

In no event shall an Employee who is not entitled to benefits under the Qualified Plan be eligible for a benefit under this Plan.

Section 6. Amount of Benefit.

A. The benefits payable to a Participant under this Plan (the "Plan Benefit") shall be equal to the excess, if any, of:

(i) the benefits which would have been paid to such Participant under the Qualified Plan, if the provisions of the Qualified Plan were administered without regard to the limitations required by Code Sections 401(a)(17) and 415 (determined as of the Benefit Commencement Date of the Post-2004 Plan Benefit, regardless of the actual commencement date of said benefits),

over

(ii) the benefits which are payable to such Participant under the Qualified Plan (determined as of the Benefit Commencement Date of the Post-2004 Plan Benefit, regardless of the actual commencement date of said benefits).

B. In determining the benefit of any Participant who prior to January 1, 1996 was a participant in the Paramount Communications Inc. Retirement Plan, such eligible Participant shall not be credited with any Benefit Service prior to January 1, 1996.

C. For purposes of clarity, a Participant's Section 409A Grandfathered Benefit shall be paid to the Participant at the same time and in the same form as the Participant's benefit under the Qualified Plan is paid. The Participant's Post-2004 Plan Benefit will be calculated as follows:

(i) If the Participant's Post-2004 Plan Benefit is payable at the same time as the benefits described in the first sentence of this Section 6.C, the Participant's total Plan Benefit shall be determined as provided in Sections 6.A and 6.B above. The Participant's Post-2004 Plan Benefit shall be equal to the Participant's total Plan Benefit, less the Participant's Section 409A Grandfathered Benefit (but not less than zero).

(ii) If the Participant's Post-2004 Plan Benefit is not paid at the same time as the benefits described in the first sentence of this Section 6.C, the amount payable to the Participant as his Post-2004 Plan Benefit pursuant to this Part B of the Plan shall be equal to the Participant's total Plan Benefit determined as provided in Sections 6.A and 6.B above, less the Participant's Section 409A Grandfathered Benefit (but not less than zero), subject to the following additional criteria. Both the Participant's total Plan Benefit and Section 409A Grandfathered Benefit shall be determined as of the Benefit Commencement Date of the Participant's Post-2004 Plan Benefit, regardless of the actual commencement date of the Participant's said benefits.

Section 7. Payment of Plan Benefit.

A. Time of Payment.

(i) General. Subject to Subsections B, E and F of this Section 7, and except as provided in a Participant's Transition Election, the Post-2004 Plan Benefit payable to a Participant shall commence as of the Participant's Benefit Commencement Date, provided that the first payment may be made up to 90 days after the later of (a) the Participant's 55th birthday, and (b) the Participant's Separation from Service. If the first payment is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment. Except as provided in Subsection B or a Participant's Transition Election, a Participant shall not have the right to designate the tax year in which such Post-2004 Plan Benefits are payable.

(ii) Special Rule for Separations Prior to January 1, 2009. Subject to Subsections B, E and F of this Section 7, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not reached age 55 prior to January 1, 2009 and has not commenced the payment of his Plan Benefit prior to January 1, 2009, the Benefit Commencement Date of his Post-2004 Plan Benefit shall be his 55th birthday and the first payment shall be made within 90 days of his Benefit Commencement Date. Subject to Subsections B, E and F of this Section 7, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not commenced the payment of his Plan Benefit prior to January 1, 2009, but has reached age 55 prior to January 1, 2009, the Benefit Commencement Date of the Post-2004 Plan Benefit payable to such Participant shall be July 1, 2010 and the first payment shall be made within 90 days of his Benefit Commencement Date. If the first payment under this Section 6.A(ii) is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment.

B. Subsequent Payment Election. A Participant may elect, on a written form (a "Subsequent Payment Election") acceptable to the Committee, to change the time that Post-2004 Plan Benefit payments are to commence pursuant to Subsection A of this Section 6, provided that any such election shall comply with the requirements of Treasury Regulations Section 1.409A-2(b). Any Subsequent Payment Election that satisfies the preceding requirements shall be irrevocable when made but may be superseded by one (but not more than one) Subsequent Payment Election that satisfies the requirements set forth above.

C. Form of Payment. The normal form of Post-2004 Plan Benefit payable to a Participant on his Benefit Commencement Date will be a Life Annuity (as described below). In lieu of receiving the Post-2004 Plan Benefit in the normal form, at any time prior to his Benefit Commencement Date, a Participant may elect, on a written form acceptable to the Committee, to receive his or her Post-2004 Plan Benefit in any one of the following forms (the "Optional Forms"), each of which are Actuarially Equivalent to the Life Annuity:

(i) Life Annuity – a monthly benefit is paid to the Participant during his or her lifetime with no payment made after the Participant's death.

(ii) Joint and 50% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 50% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(iii) Joint and 66-2/3% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 66-2/3% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(iv) Joint and 75% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 75% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(v) Joint and 100% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 100% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(vi) 5-Year Certain Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 5 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 5-year term.

(vii) 10-Year Certain Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 10 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 10-year term.

(viii) 15-Year Certain Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 15 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 15-year term.

(ix) 20-Year Certain Annuity Option - a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the

first 20 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 20-year term.

If a Participant elects an Optional Form that provides for payments to a joint annuitant or Beneficiary, such joint annuitant or Beneficiary shall be designated at the time the Participant elects such Optional Form.

D. Small Payment Cash-Out. Notwithstanding any provision of the Plan to the contrary but subject to Section 7.E, if on a Participant's Benefit Commencement Date, the Actuarially Equivalent lump sum present value of the Participant's Post-2004 Plan Benefit and the Participant's post-2004 benefits under any other plans with respect to which deferrals of compensation are treated as having been Deferred under a single nonqualified deferred compensation plan with the Plan under Treasury Regulation Section 1.409A-1(c)(2) (the "Aggregate Benefit") is less than $10,000, the Participant's entire Aggregate Benefit will be paid in such lump sum on the date the Participant's Post-2004 Plan Benefit was otherwise scheduled to commence.

E. Delayed Payments for Specified Employees. Notwithstanding any provision of this Plan to the contrary, if a Participant is a "specified employee," determined pursuant to procedures adopted by the Company in compliance with Code Section 409A, on the date the Participant incurs a Separation from Service and if any portion of the payments or benefits to be received by the Participant upon Separation from Service would constitute a "deferral of compensation" subject to Code Section 409A, then to the extent necessary to comply with Code Section 409A, amounts that would otherwise be payable pursuant to this Plan during the six-month period immediately following the Participant's Separation from Service will instead be paid on the earlier of (i) the first business day of the seventh calendar month after the date of the Participant's Separation from Service, or (ii) the Participant's death. Any benefit payments delayed because of the preceding sentence shall be paid in a lump sum on the date described in the preceding sentence. Any benefit payments that are scheduled to be paid more than six months after such Participant's Separation from Service shall not be delayed and shall be paid in accordance with the schedule prescribed by Subsections A and B of this Section 7.

F. Payments Upon Death.

(i) Prior to Benefit Commencement Date. In the event that a Participant dies prior to his Benefit Commencement Date, and is married or has a Same Sex Domestic Partner, a benefit (the "Pre-Retirement Death Benefit") will be payable to his spouse or Same Sex Domestic Partner pursuant to the following provisions of this clause (i).

(A) Amount of Benefit. The Pre-Retirement Death Benefit payable to the Participant's spouse or Same Sex Domestic Partner will be 50% of the benefit that would have been payable to the Participant under the Plan had the Participant retired on the day before his date of death and chosen a Joint and 50% Survivor Annuity Option with

his spouse or Same Sex Domestic Partner as his joint annuitant. The Pre-Retirement Death Benefit for a Participant who dies prior to age 55 and who shall have five or more Years of Service on the date of his death, will be equal to the benefit payable at his Normal Retirement Date, modified as follows:

(1) reduced at the rate of 6% per year (0.5% for each full month) for each year in the period between the date he would have attained age 60 and his Normal Retirement Date, if he had lived to such points in time;

(2) reduced at the rate of 4% per year (0.333% for each full month) for each year in the period between the date he would have attained age 55 and the date he would have attained age 60, if he had lived to such points in time; and

(3) reduced on the basis of Actuarially Equivalent factors for each year in the period between the date of his death and the date he would have attained age 55, if he had lived to such point in time.

(B) Time and Form of Payment. The Pre-Retirement Death Benefit shall be paid to the Participant's spouse or Same Sex Domestic Partner in an Actuarially Equivalent single lump sum payment within 90 days after the date of the Participant's death.

(ii) On or After Benefit Commencement Date. In the event a Participant dies on or after his Benefit Commencement Date, Post-2004 Plan Benefits shall continue to a joint annuitant or Beneficiary only if provided pursuant to the Optional Form under which the Participant was receiving benefit payments in accordance with this Section 7.

Section 8. Employees' Rights.

An Employee's rights under this Plan, including his rights to vested benefits, shall be the same as his rights under the Qualified Plan, except that he shall not be entitled to any payments from the Pension Trust maintained under said Plan or from any other funding vehicle on the basis of any benefits to which he may be entitled under this Plan. Benefits under this Plan shall be payable from the general assets of the Company.

Section 9. Amendment and Discontinuance.

The Company expects to continue this Plan indefinitely. However, the Board of Directors shall have the right to amend, suspend or terminate the Plan at any time, if, in its sole judgment, such a change is deemed necessary or desirable. The Committee shall have the right to amend the Plan at any time, unless provided otherwise in the Company's governing documents. Notwithstanding anything in the Plan to the contrary, in the event of a termination of the Plan, the Committee, in its sole and absolute discretion, shall have the right to change the

time and form of distribution of Participants' Post-2004 Plan Benefits, including requiring that the Actuarial Equivalent of Post-2004 Plan Benefits be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with Section 7.E above with respect to specified employees, or to fail to comply with the requirements of Code Section 409A.

However, if the Board of Directors or the Committee should amend the Plan, or if the Board of Directors should suspend or terminate the Plan, the Company shall be liable for any benefits accrued under this Plan as of the date of such action, to the extent they would not be payable under the Qualified Plan as of the date the Participant's Plan Benefit commences.

Section 10. Code Section 409A.

To the extent applicable, it is intended that Part B of this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither the Company nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant, spouse, Same Sex Domestic Partner, or beneficiary with respect to any payments provided hereunder.

Exhibit 10(f)

CBS EXCESS 401(k) PLAN
FOR DESIGNATED SENIOR EXECUTIVES

PART B - AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

Section 1. Establishment and Purpose of the Plan.

1.1 *Establishment*. The Viacom Excess 401(k) Plan for Designated Senior Executives was adopted as of August 28, 2002 as an unfunded plan of voluntarily deferred compensation for the benefit of Participants. As of December 31, 2005, it was amended and restated and renamed the CBS Excess 401(k) Plan for Designated Senior Executives.

1.2 *2009 Amendment and Restatement*. The Plan is hereby again amended and restated effective as of January 1, 2009 by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan adopted August 28, 2002 and the amendments made prior to October 3, 2004, applies to compensation that was Deferred prior to January 1, 2005 in accordance with the terms of those documents in effect from time to time prior to October 3, 2004. The provisions of this Part B shall apply to compensation that is Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), so that Participants will be eligible to defer the receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to compensation that was Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan shall be administered in accordance with a reasonable, good faith interpretation of Code Section 409A, and such interpretation shall govern the rights of a Participant with respect to that period of time.

1.3 *Reporting Employees*. Participation in this Plan is limited to employees of an Employer who are identified by the Company as executive officers and directors for purposes of Section 16 of the Securities Exchange Act of 1934 ("Reporting Employees") and any employee of an Employer who is eligible to participate in the CBS Excess 401(k) Plan and whose securities may be attributable to a Reporting Employee for purposes of Section 16 of the Securities Exchange Act of 1934. Any deferrals made under the CBS Excess 401(k) Plan by any Reporting Employee who was a participant in the CBS Excess 401(k) Plan and who becomes a Reporting Employee (or whose securities become attributable to a Reporting Employee) on or after January 1, 2005 shall be transferred to the Plan as of the date on which such employee becomes a Reporting Employee (or the date his securities become attributable to a Reporting Employee). Any such transferred amounts that were Deferred under the CBS Excess 401(k) Plan prior to January 1, 2005 shall be governed by Part A of this Plan. Any such transferred amounts that were Deferred on and after January 1, 2005 shall be governed by Part B of this Plan. Except with respect to any amounts credited to a Post-2004 Subaccount, any elections and deferrals made under the CBS Excess 401(k) Plan by a Reporting Employee (or an employee whose

securities may be attributable to a Reporting Employee) prior to the date his account is transferred to the Plan shall remain in full force and effect under the CBS Excess 401(k) Plan.

1.4 *Purpose*. The purpose of this Plan is to provide a means by which a select group of Eligible Employees may, in certain circumstances, elect to defer receipt of a portion of their Compensation. The Plan also provides that the Company will, in certain instances, credit the Account of a Participant with an Employer Match.

Section 2. Definitions.

The following words and phrases as used in this Plan have the following meanings:

2.1 The term "Account" shall mean a Participant's individual account, as described in Section 6.1 of the Plan.

2.2 The term "Annual Payments" is defined in Section 7.1(b)(i).

2.3 The term "Board of Directors" means the Board of Directors of the Company.

2.4 The term "Bonus" means any cash bonus paid under the STIP and any other annual cash bonus plan sponsored by an Employer which, in the discretion of the Committee, is comparable to the STIP.

2.5 The term "CBS 401(k) Plan" means the CBS 401(k) Plan (formerly known as the Viacom 401(k) Plan), originally effective as of September 1, 2001, and as amended from time to time thereafter (or any successor plan).

2.6 The term "Code" means the Internal Revenue Code of 1986, as amended.

2.7 The term "Committee" means the CBS Retirement Committee appointed by the Board of Directors. The Committee may act on its own behalf or through the actions of its duly authorized delegate.

2.8 The term "Company" means CBS Corporation.

2.9 The term "Compensation" means an Eligible Employee's base pay for services rendered to an Employer paid during such Employer's payroll period, including all pre-tax elective contributions made on behalf of an Eligible Employee either to a "qualified cash or deferred arrangement" (as defined under Code Section 401(k) and applicable regulations), a "cafeteria plan" (as defined under Code Section 125 and applicable regulations), or a "qualified transportation fringe" (as defined under Code Section 132(f) and the applicable regulations) maintained by an Employer, plus all overtime pay, commissions, hazard pay and shift differential pay, but excluding (i) deferred compensation, (ii) additional compensation of every other kind, including cash bonuses under the Company's Long Term Performance Plan, and (iii) any Bonus. Compensation shall include salary or wages that are characterized by

Paramount Pictures Corporation as "Idle Day earnings" and are paid to an Eligible Employee who is an Employee of Paramount Pictures Corporation who is characterized as a "Production Auditor."

"Compensation" shall be determined without taking into account the limitations imposed by Code Section 401(a)(17).

2.10 The term "Deferral Election" is defined in Section 3.2(a).

2.11 The term "Deferred" means that an amount is considered to be deferred within the meaning of Treasury Regulations sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

2.12 The term "Disability" or "Disabled" means that a Participant (i) has been determined to be disabled by the Social Security Administration, or (ii) is receiving benefits under the provisions of the long-term disability plan covering such Participant that is sponsored by or participated in by the Participant's Employer.

2.13 The term "Election Agreement" is defined in Section 3.2(c).

2.14 The term "Election Filing Date" means the date not later than the December 31 immediately preceding the first day of the applicable calendar year for which a particular Deferral Election is made.

2.15 The term "Eligible Employee" means an employee of an Employer (i) for whom the sum of (a) the rate of annual base salary for a particular year and (b) actual commissions received for the prior year, equals or is greater than the annual compensation limit in effect under Code Section 401(a)(17) (as adjusted from time to time by the Committee); and (ii) is designated by the Committee as an employee who is eligible to participate in the Plan; and (iii) is notified in writing (including by email or other electronic means) by the Committee that he is eligible to participate in the Plan. If an employee becomes an Eligible Employee with respect to any calendar year, such employee shall remain an Eligible Employee for all future calendar years; provided, however, that the Committee may terminate such employee's eligibility for the Plan with respect to a calendar year if his annual base salary as of January 1 of such calendar year is anticipated to be less than the amount in clause (i) in effect for the calendar year in which such employee initially became an Eligible Employee. Notwithstanding the foregoing, any employee who immediately prior to August 28, 2002 (i) was an eligible employee under the CBS Excess 401(k) Plan, and (ii) was a Reporting Employee, became an Eligible Employee under this Plan effective August 28, 2002.

2.16 The term "Employer" means the Company and any affiliate or subsidiary that adopts the Plan on behalf of its Eligible Employees, except as provided in Section 2.29.

2.17 The term "Employer Match" means the amounts credited to a Participant's Account with respect to the Participant's Excess Salary Reduction Contributions, calculated using the rate of matching contributions under the CBS 401(k) Plan in effect for the period to which such Plan contributions relate.

2.18 The term "Excess Salary Reduction Contributions" means the portion of a Participant's Compensation that is earned during a calendar year after such Participant has reached any Limitation and that he elects to defer under the terms of this Plan.

2.19 The term "Investment Options" means the investment funds available to participants in the CBS 401(k) Plan, excluding the Self-Directed Brokerage Account.

2.20 The term "Joint Payment Option" means the time and form of payment options available for the payment of an Account as described in Section 7.1(b).

2.21 The term "Joint Payment Option Election" is defined in Section 7.1(b)(i).

2.22 The term "Limitation" means the limitation on (i) contributions to defined contribution plans under Code Section 415(c), (ii) compensation taken into account under Code Section 401(a)(17), or (iii) elective deferrals under Code Section 401(k)(3) and Code Section 402(g).

2.23 The term "Participant" means an Eligible Employee who elects to have Excess Salary Reduction Contributions made to the Plan.

2.24 The term "Payment Election" is defined in Section 7.1(a).

2.25 The term "Plan" means the CBS Excess 401(k) Plan for Designated Senior Executives as set forth herein, and as amended from time to time. Part A of the Plan is attached hereto and shall apply to Compensation which was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to Compensation which is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

2.26 The term "Post-2004 Subaccount" is defined in Section 6.1.

2.27 The term "Pre-2005 Subaccount" is defined in Section 6.1.

2.28 The term "Reporting Employee" is defined in Section 1.3.

2.29 The term "Separation from Service" means the condition that exists when an Employee who is a Participant in the Plan and the Employer reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Employee will perform after such date (whether as an Employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Employee has been providing services to the Employer for less than 36 months). For purposes of this Section 2.29, for periods during which an Employee is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Employee is treated as providing bona fide services at the level equal to the level of services that the Employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Employee is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 2.29 (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 2.29 and notwithstanding Section 2.16, the "Employer" shall be considered to include all members of the controlled group of corporations, trades or businesses

which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation)) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

2.30 The term "STIP" means the CBS Corporation Senior Executive Short-Term Incentive Plan or the CBS Corporation Short-Term Incentive Plan, as applicable, as amended from time to time.

2.31 The term "Unforeseeable Emergency" means an event that results in severe financial hardship to a Participant resulting from (a) an illness or accident of the Participant or his or her spouse, dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), or beneficiary, (b) loss of the Participant's property due to casualty, or (c) other similar extraordinary circumstances arising due to results beyond the control of the Participant. This Section 2.31 shall be interpreted in a manner consistent with Code Section 409A and applicable provisions of the Treasury Regulations.

Section 3. Participation.

3.1 *Designation of Eligible Employees*. All employees who were Eligible Employees immediately prior to January 1, 2009 will remain Eligible Employees, subject to Section 2.15. Beginning January 1, 2009, each month the Committee will designate in its sole discretion those employees who satisfy the terms of Section 2.15 as eligible to participate in the Plan.

3.2 *Election to Participate*. (a) To participate in the Plan for a calendar year, an Eligible Employee must make an annual election (a "Deferral Election") to defer receipt of a specified portion of his or her Compensation for services rendered during such calendar year ("Excess Salary Reduction Contributions") in accordance with this Section 3. Subject to Section 3.2(b), such Deferral Election must be made not later than the Election Filing Date and shall be effective as of the Election Filing Date. An Eligible Employee's entitlement to make Excess Salary Reduction Contributions shall cease with respect to the calendar year following the calendar year in which he or she ceases to be an Eligible Employee.

(b) Notwithstanding the foregoing, an employee who first becomes an Eligible Employee during the course of a calendar year beginning on or after January 1, 2005 shall make a Deferral Election within 30 days following the date the employee first becomes an Eligible Employee, provided that such employee has not already become eligible to participate in any other account balance plan of the Employer (as modified by Section 2.29) that is required to be aggregated with this Plan under Code Section 409A. Such Deferral Election shall be effective on the date made and shall be effective with regard to Compensation earned during the calendar year following the filing of the Deferral Election with the Committee, as determined pursuant to the pro-ration method permitted under Code Section 409A.

(c) All Deferral Elections shall be made on a written or electronic form acceptable to the Committee (an "Election Agreement") filed with the Committee and shall

specify the percentage of a Participant's Compensation that is to be deferred under the Plan during the applicable calendar year.

(d) All Deferral Elections relating to calendar years beginning on or after January 1, 2005, once effective, shall be irrevocable for that calendar year. All Participants are required to make a Deferral Election for each calendar year. If an Eligible Employee fails to make a Deferral Election for a given calendar year, the Eligible Employee shall not be entitled to participate in the Plan during that calendar year. Such Eligible Employee may resume participation in the Plan by completing and filing with the Committee a new Deferral Election by the Election Filing Date for the succeeding calendar year(s).

3.3 *Amount of Elections*. Each Deferral Election filed by an Eligible Employee must specify the amount of Excess Salary Reduction Contributions in a whole percentage between 1% and 15% of the Participant's Compensation.

Section 4. Employer Match.

An Employer Match calculated using the same performance based formula that is used to credit matching contributions under the CBS 401(k) Plan will be credited each payroll period to a Participant's Account with respect to the eligible portion of Excess Salary Reduction Contributions to which an Employer Match has not previously been credited. For this purpose, the eligible portion of a Participant's Excess Salary Reduction Contributions shall be limited to 5% of such Excess Salary Reduction Contribution. The eligible portion of a Participant's Excess Salary Reduction Contributions for each calendar year shall be based on Compensation up to an annual maximum amount of $750,000. Notwithstanding the foregoing, for any Participant who is also a participant in the new Viacom 401(k) Plan and either the new Viacom Excess 401(k) Plan or the new Viacom Excess 401(k) Plan for Designated Senior Executives after December 31, 2005, the maximum amount of Compensation with respect to which an Employer Match will be made is limited to $375,000.

Section 5. Vesting

A Participant shall always be 100% vested in amounts credited to his Account hereunder, other than amounts attributable to an Employer Match. A Participant's Employer Match (and earnings and losses thereon) will become vested according to the following schedule:

Years of Vesting Service	Vesting %
Less than 1	0%

1 but less than 2	20%
2 but less than 3	40%
3 but less than 4	60%
4 but less than 5	80%
5 or more	100%

For purposes of this Section 5, Years of Vesting Service will be determined in accordance with the provisions of the CBS 401(k) Plan.

Regardless of a Participant's Years of Vesting Service, such Participant will become 100% vested in the Employer Match (and earnings or losses) upon reaching age 65 while an active employee with the Company or a subsidiary or affiliate, upon retirement at or after an early retirement age (determined under the terms of any tax-qualified defined benefit plan maintained by the Employer, as in effect on January 1, 2009, in which he participates), upon death or upon Disability.

Section 6. Individual Account.

6.1 *Creation of Accounts*. The Company will establish and maintain on its books a reserve Account in the name of each Participant. Each Participant's Account will be credited with the amount of the Participant's Excess Salary Reduction Contributions (and earnings and losses thereon) and Employer Match (and earnings and losses thereon), if any, made in all calendar years. A Participant's Account will be divided into the following subaccounts: (i) a "Pre-2005 Subaccount" for amounts deferred by a Participant and vested for purposes of Code Section 409A as of December 31, 2004 (and earnings and losses thereon), and (ii) a "Post-2004 Subaccount" for amounts deferred by a Participant and/or vested for purposes of Code Section 409A after December 31, 2004 (and earnings and losses thereon). Amounts in the Pre-2005 Subaccounts, which are intended to qualify for "grandfathered" status, shall be subject to the terms and conditions specified in Part A of the Plan as in effect prior to January 1, 2005.

6.2 *Investments*. (a) Amounts, if any, in a Participant's Post-2004 Subaccount will be credited through December 31st of the calendar year in which the Participant experiences a Separation from Service with an amount equal to the amount which would have been earned had such amounts been invested in the same Investment Options and in the same proportion as the Participant may elect, from time to time, to have his Salary Reduction Contributions and Matching Employer Contributions invested under the CBS 401(k) Plan (other than the Self-Directed Account), or if no such election has been made, in the Fixed Income Fund (or any successor fund); provided, however, that a Participant's Employer Match is deemed to be notionally invested in the CBS Class B Common Stock Fund.

(b) If a Participant elects (or is deemed to elect) to have his Post-2004 Subaccount distributed in a single lump sum payable on the later of (A) January 31st of the first calendar year following the calendar year in which the Participant experiences a Separation from Service or (B) the first day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, no additional adjustments will be made to the Participant's Post 2004-Subaccount after December 31st of the calendar year in which the Participant experiences a Separation from Service that results in the Participant's Account becoming payable in the following calendar year. If a Participant elects a single lump sum payable in the second, third, fourth or fifth calendar year following the calendar year in which the Participant experiences a Separation from Service, the Participant's Account shall be credited with earnings based on the rate of return in the Fixed Income Fund (or any successor fund) beginning January 1st of the calendar year following the calendar year in which the Participant experiences a Separation from Service that results in the Participant's Account becoming payable

and continuing through December 31st of the calendar year immediately preceding the calendar year in which the single lump sum is paid.

(c) If a Participant elects to have his Post-2004 Subaccount distributed in Annual Payments, no additional adjustments will be made to any amount payable on January 31st of the first calendar year following the calendar year in which the Participant experiences a Separation from Service that results in his Post-2004 Subaccount becoming payable. For any Annual Payments made in the second, third, fourth or fifth year following the calendar year in which the Participant experiences a Separation from Service, the Participant's Post-2004 Subaccount shall be credited with earnings based on the rate of return in the Fixed Income Fund (or any successor fund) beginning January 1st of the calendar year following the calendar year in which the Participant experiences a Separation from Service that results in his Post-2004 Subaccount becoming payable and continuing through December 31st of the calendar year immediately preceding the calendar year in which each payment is made.

(d) No provision of this Plan shall require the Company or the Employer to actually invest any amounts in any fund or in any other investment vehicle.

6.3 *Account Statements*. Each Participant will be given, at least annually, a statement showing (i) the amount of all Excess Salary Reduction Contributions, (ii) the amount of Employer Match, if any, made with respect to his Account for such calendar year, and (iii) the balance of the Participant's Account after crediting Investments.

Section 7. Payment.

7.1 *Joint Payment Option Election*. (a) An Eligible Employee who has not elected or been deemed to have elected a Joint Payment Option under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A shall, when he first becomes eligible to participate in the Plan, elect a Joint Payment Option on a written or electronic form acceptable to the Committee (a "Payment Election") at the same time that the Eligible Employee files his initial Deferral Election to commence participation in the Plan pursuant to Section 3.2, and in any event not later than his initial Election Filing Date. Such Payment Election shall be effective as of such initial Election Filing Date and shall be irrevocable. A Joint Payment Option elected pursuant to a Payment Election shall apply to all amounts credited to the Participant's Post-2004 Subaccount in this Plan and his Post-2004 Subaccount under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A.

(b)(i) A Participant may elect to receive his entire Post-2004 Subaccount under either of the following Joint Payment Options: (A) a single lump sum; or, (B) annual payments over a period of two, three, four or five years ("Annual Payments"). The Annual Payments shall be treated as a single payment for purposes of this Section 7. If a Participant elects to receive Annual Payments over a period of two or more years, such Annual Payments shall be made in substantially equal annual payments, unless the Participant designates, at the time of making his Joint Payment Option election, a specific percentage of his Post-2004 Subaccount to be distributed in each year. All specified percentages must be a whole multiple of 10% and the total of all designated percentages must be equal to 100%.

(ii) If a Participant makes a Joint Payment Option Election to receive Annual Payments, the first payment shall be made on the later of (A) January 31st of the calendar year immediately following the end of the calendar year in which the Participant experiences a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, and any subsequent Annual Payments shall be made on each applicable January 31st thereafter.

(iii) If a Participant makes a Joint Payment Option Election to receive payments in a single lump sum, such lump sum payment shall be made on the later of (A) January 31st of the calendar year immediately following the calendar year in which the Participant experiences a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service. Alternatively, a Participant may elect for the single lump sum to be paid on January 31st of the second, third, fourth, or fifth calendar year following the end of the calendar year in which the Participant experiences a Separation from Service.

(iv) If a Participant does not make a Joint Payment Option Election in accordance with the terms of the Plan or under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A, such Participant shall be deemed to have elected to receive a single lump sum payable in accordance with the first sentence of Section 7.1(b)(iii).

(v) The following examples illustrate the provisions of this Section 7.1(b):

<u>Example 1</u>: Assume that a Participant elects (or is deemed to elect) a Joint Payment Option that provides for a single lump sum payment on the later of (A) January 31st of the calendar year following the calendar year in which he incurs a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, and the Participant experiences a Separation from Service on March 15, 2009. The lump sum shall be paid on January 31, 2010. The Participant alternatively could have elected to receive his lump sum payment on January 31, 2011, 2012, 2013 or 2014.

<u>Example 2</u>: Same facts as Example 1, except the Participant experiences a Separation from Service on September 15, 2009. In this example, the lump sum will be paid on the first business day in April 2010.

<u>Example 3</u>: If a Participant elects a Joint Payment Option that provides for Annual Payments over a period of four years in the event of a Separation from Service and experiences a Separation from Service on March 15, 2009, each payment on January 31, 2010 through 2013 will be comprised of approximately 25% of the Participant's Post-2004 Subaccount as of the Participant's date of Separation from Service, though the actual amount of each payment may not be the same due to crediting of investment gains and losses through December 31st of the calendar year prior to the calendar year of each such payment. A Participant alternatively could designate that 10% of his Post-2004 Subaccount be distributed on January 31, 2010, 20% on

January 31, 2011, 30% on January 31, 2012 and 40% on January 31, 2013, or, any other combination of percentages that totals 100%.

<u>Example 4</u>: Same facts as Example 3, except the Participant experiences a Separation from Service on September 15, 2009. In this example, the first payment shall be made on the first business day in April 2010, and the remaining three payments will be made on January 31, 2011, 2012, and 2013. The alternative schedule described in Example 3 would result in payment of 10% of his Post-2004 Subaccount on the first business day in April 2010, 20% on January 31, 2011, 30% on January 31, 2012 and 40% on January 31, 2013.

7.2 *Payment on Account of Separation from Service.* If a Participant experiences a Separation from Service prior to his death, the Participant shall commence receiving payments from his Post-2004 Subaccount in accordance with the Joint Payment Option Election in effect with respect to the Participant.

7.3 *Payment on Account of Participant's Death.* If a Participant dies prior to his Separation from Service, the Participant's entire Post-2004 Subaccount shall be paid to the Participant's beneficiary in a single lump sum payment within 90 days of the Participant's death.

Section 8.Unforeseeable Emergency Distributions and Deferral Revocations.

A Participant may request the Committee to accelerate distribution of all or any part of the value of his Post-2004 Subaccount solely for the purpose of alleviating an Unforeseeable Emergency. Payments of amounts as a result of an Unforeseeable Emergency may not exceed the amount necessary to satisfy such Unforeseeable Emergency, plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, and after taking into account any additional compensation that is available to the Participant upon cancellation of the Participant's Excess Salary Reduction Contributions. The Committee may request that the Participant provide certifications and other evidence of qualification for such Unforeseeable Emergency distribution as it determines appropriate. The decision of the Committee with respect to the grant or denial of all or any part of such request shall be in the sole discretion of the Committee, whether or not the Participant demonstrates that an Unforeseeable Emergency exists, and shall be final and binding and not subject to review. If a Participant receives a distribution upon an Unforeseeable Emergency pursuant to this Section 8 or a hardship withdrawal under the CBS 401(k) Plan, the Participant's Deferral Election will be canceled in its entirety for the remainder of the calendar year in which such Unforeseeable Emergency distribution is made under this Plan and under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A.

Section 9. Beneficiary Designation.

A Participant's beneficiary designation for this Plan will automatically be the same as the Participant's beneficiary designation recognized under the CBS 401(k) Plan, unless a separate written designation of beneficiary form for this Plan has been properly filed with the Committee in a form acceptable to the Committee. In the absence of such a designation and at any other time when there is no existing beneficiary designated hereunder, the beneficiary of the Participant for payment of his Account hereunder shall be the estate of the Participant. If two or more persons designated as a Participant's beneficiary are in existence with respect to his Post-2004 Subaccount, the amount of any lump sum payment payable hereunder shall be divided equally among such persons unless the Participant's beneficiary designation specifically provides for a different allocation.

Section 10. Nature of Interest of Participant.

Participation in this Plan will not create, in favor of any Participant, any right or lien in or against any of the assets of the Company or any Employer, and all amounts of compensation deferred hereunder shall at all times remain an unrestricted asset of the Company or the Employer. A Participant's rights to benefits payable under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, or encumbrance. All payments hereunder shall be paid in cash from the general funds of the Company or applicable Employer and no special or separate fund shall be established and no other segregation of assets shall be made to assure the payment of benefits hereunder. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between any Employer and a Participant or any other person, and the Company's and each Employer's promise to pay benefits hereunder shall at all times remain unfunded as to the Participant.

Section 11. Administration.

11.1 *Committee*. The Plan shall be administered by the Committee. The Committee shall have sole and absolute discretion to interpret, where necessary, the provisions of the Plan (including, without limitation, by supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan), to determine the rights and status under the Plan of any Participant and other persons, to resolve questions or disputes arising under the Plan and to make any determinations with respect to the benefits hereunder and the persons entitled thereto as may be necessary for the purposes of the Plan.

11.2 *Powers of the Committee*. In furtherance of, but without limiting Section 11.1, the Committee shall have the following specific authorities, which it shall discharge in its sole and absolute discretion in accordance with the terms of the Plan (as interpreted, to the extent necessary, by the Committee):

(i) to determine who are Eligible Employees for purposes of participation in the Plan;

(ii) to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan, including without limitation, the right to remedy possible ambiguities, inconsistencies, or omissions by a general rule or particular decision;

(iii) to adopt rules consistent with the Plan;

(iv) to approve certain amendments to the Plan;

(v) to determine the amounts payable to any person under the Plan; and

(vi) to conduct the claims procedure specified in Section 11.3.

11.3 *Claims Procedure*.

(a) Initial Claim. The Committee will make all determinations as to the right of any persons to benefits under the Plan in accordance with the governing Plan documents. Any denial by the Committee of a claim for benefits under the Plan by a Participant will be stated in writing by the Committee and delivered or mailed to the Participant within a reasonable period of time, but not later than 90 days after receipt of the claim by the Plan, unless the Committee determines that special circumstances require an extension of time for processing the claim. Written notice of the extension shall be furnished to the Participant prior to the termination of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render the benefit determination, which cannot exceed a period of 90 days from the end of the initial period.

(b) Manner and Content of Notification of Benefit Determination. The Committee shall provide a Participant with written notification (which may be delivered electronically) of any adverse benefit determination. The notification shall set forth in a manner calculated to be understood by the Participant:

(i) The specific reason or reasons for the adverse determination;

(ii) Reference to the specific Plan provisions on which the determination is based;

(iii) A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

(c) Review of Benefit Determination. The Committee will provide to any Participant whose claim for benefits has been denied an opportunity for a full and fair review of the denial. As part of the review, the Committee will:

(i) Provide a Participant at least 60 days (180 days for a claim regarding Disability) following the receipt of a notification of an adverse benefit determination within which to appeal the determination;

(ii) Provide a Participant the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;

(iii) Provide that a Participant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits; and

(iv) Provide for a review that takes into account all comments, documents, records, and other information submitted by the Participant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) Notification of Determination on Review. The Committee shall provide a Participant with written notification (which may be delivered electronically) of the Plan's benefits determination on review within a reasonable period of time, but not later than 60 days after receipt of the claim by the Plan, unless the Committee determines that special circumstances require an extension of time for processing the claim. Written notice of the extension will be furnished to a Participant prior to the termination of the initial 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination on review, which cannot exceed a period of 60 days from the end of the initial period. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the Participant:

(i) The specific reason or reasons for the adverse determination;

(ii) Reference to the specific Plan provisions on which the benefit determination is based;

(iii) A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits; and

(iv) A statement describing any voluntary appeal procedures offered by the Plan and the Participant's right to obtain the information about such procedures and a statement of the Participant's right to bring an action under Section 502(a) of ERISA.

11.4 *Finality of Committee Determinations and Delegation*. Determinations by the Committee and any interpretation, rule, or decision adopted by the Committee under the Plan or in carrying out or administering the Plan shall be final and binding for all purposes and upon all interested persons, their heirs, and personal representatives. The Committee shall be the named fiduciary of the Plan. The Committee may delegate to any person any one or more of its powers, functions, duties or responsibilities with respect to the Plan, including, without limitation, duties with respect to the processing, review, investigation, approval and payment of Accounts.

11.5 *Rules and Regulations Established by Committee.* The Committee may promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Plan or to interpret the terms and conditions of the Plan; provided however, that no rule, regulation or interpretation shall be contrary to the provisions of the Plan. The rules, regulations and interpretations made by the Committee shall, subject only to the claims procedure outlined in Section 11.3, be final and binding on any employee, former employee, or other individual making a claim for Plan benefits.

Section 12. No Employment Rights

No provisions of the Plan or any action taken by the Company, any Employer, the Board of Directors, or the Committee shall give any person any right to be retained in the employ of the Company or any Employer, and the right and power of the Company or any Employer to dismiss or discharge any Participant is specifically reserved.

Section 13. Amendment, Suspension, and Termination.

The Committee shall have the right to amend the Plan at any time, unless provided otherwise in the Company's governing documents. The Board of Directors shall have the right to suspend or terminate the Plan at any time. No amendment, suspension or termination shall, without the consent of a Participant, adversely affect such Participant's rights in his Account; provided, however, that the consent requirement of Participants to certain actions shall not apply to any amendment or termination that is deemed necessary by the Company to avoid the imposition on any person of additional taxes, penalties or interest under Code Section 409A. In the event the Plan is terminated, the Committee may continue to administer the Plan in accordance with the relevant provisions thereof or shall have the right to change the time and form of distribution of Participants' Accounts, including requiring that the Accounts be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with the requirements of Code Section 409A.

Section 14. Miscellaneous

14.1 *Severability*. If a provision of the Plan shall be held invalid, the invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the invalid provision had not been included in the Plan.

14.2 *Governing Law*. The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of New York, to the extent not preempted by the laws of the United States.

14.3 *Gender*. Wherein used herein, words in the masculine form shall be deemed to refer to females as well as males.

14.4 *Code Section 409A.* To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither CBS nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant, spouse, or beneficiary with respect to any payments provided hereunder.

CBS BONUS DEFERRAL PLAN
FOR DESIGNATED SENIOR EXECUTIVES

PART B – AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

Section 1. Establishment and Purpose of the Plan.

1.1 *Establishment.* The Viacom Bonus Deferral Plan for Designated Senior Executives was adopted as of August 28, 2002 as an unfunded plan of voluntarily deferred compensation for the benefit of Participants. As of December 31, 2005, the Viacom Bonus Deferral Plan for Designated Senior Executives was amended and restated, and renamed the CBS Bonus Deferral Plan for Designated Senior Executives.

1.2 *2009 Amendment and Restatement.* The Plan is hereby amended and restated effective as of January 1, 2009 by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan adopted August 28, 2002 and the amendments made prior to October 3, 2004, applies to compensation that was Deferred during calendar years ending prior to January 1, 2005 in accordance with the terms of those documents in effect from time to time on and before October 3, 2004. The provisions of this Part B shall apply to compensation that is Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), so that Participants will be eligible to defer receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to compensation that was Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan shall be administered in accordance with a reasonable, good faith interpretation of Code Section 409A, and such interpretation shall govern the rights of a Participant with respect to that period of time.

1.3 *Reporting Employees.* Participation in this Plan is limited to employees of an Employer who are identified by the Company as executive officers and directors for purposes of Section 16 of the Securities Exchange Act of 1934 (“Reporting Employees”) and any employee of an Employer who is eligible to participate in the CBS Bonus Deferral Plan and whose securities may be attributable to a Reporting Employee for purposes of Section 16 of the Securities Exchange Act of 1934. Any deferrals made under the CBS Bonus Deferral Plan by any Reporting Employee who was a participant in the CBS Bonus Deferral Plan and who becomes a Reporting Employee (or whose securities become attributable to a Reporting Employee) on or after January 1, 2005 shall be transferred to the Plan as of the date on which such employee becomes a Reporting Employee (or the date his securities become attributable to a Reporting Employee). Any such transferred amounts that were Deferred under the CBS Bonus Deferral Plan prior to January 1, 2005 shall be governed by Part A of this Plan. Any such transferred amounts that were Deferred on and after January 1, 2005 shall be governed by Part B of this Plan. Except with respect to any amounts credited to a Post-2004 Subaccount, any elections and deferrals made under the CBS Bonus Deferral Plan by a Reporting Employee (or an employee whose securities may be attributable to a Reporting Employee) prior to the date his account is transferred to the Plan shall remain in full force and effect under the CBS Bonus Deferral Plan.

1.4 *Purpose*. The purpose of this Plan is to provide a means by which a select group of Eligible Employees may, in certain circumstances, elect to defer receipt of a portion of their cash bonuses paid under the CBS Corporation Short Term Incentive Plan and any other comparable annual cash bonus plan sponsored by any Employer.

Section 2. Definitions. The following words and phrases as used in this Plan have the following meanings:

2.1 The term “Account” shall mean a Participant’s individual account, as described in Section 4.1 of the Plan.

2.2 The term “Annual Payments” is defined in Section 5.1(b)(i).

2.3 The term “Board of Directors” means the Board of Directors of the Company.

2.4 The term “Bonus” shall mean any cash bonus paid under the STIP and any other annual cash bonus plan sponsored by an Employer which, in the discretion of the Committee, is comparable to the STIP.

2.5 The term “Bonus Deferral Contributions” means the portion of the Participant’s Bonus that he elects to defer under the terms of this Plan. The portion of any Bonus earned in the year 2002 that an Eligible Employee elected to defer under the CBS Excess 401(k) Plan (formerly known as the Viacom Excess 401(k) Plan) shall be deferred under this Plan, and shall not be recognized under the CBS Excess 401(k) Plan.

2.6 The term “CBS 401(k) Plan” means the CBS 401(k) Plan (formerly known as the Viacom 401(k) Plan), originally effective as of September 1, 2001, and as amended from time to time thereafter (or any successor plan).

2.7 The term “Code” means the Internal Revenue Code of 1986, as amended.

2.8 The term “Committee” means the CBS Retirement Committee appointed by the Board of Directors. The Committee may act on its own behalf or through the actions of its duly authorized delegate.

2.9 The term “Company” means CBS Corporation.

2.10 The term “Deferral Election” is defined in Sections 3.1(b) and 3.1(c).

2.11 The term “Deferred” means that an amount is considered to be deferred within the meaning of Treasury Regulations sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

2.12 The term “Disability” or “Disabled” means that a Participant (i) has been determined to be disabled by the Social Security Administration or (ii) is receiving benefits under the provisions of the long-term disability plan covering such Participant that is sponsored by or participated in by the Participant's Employer.

2.13 The term "Election Filing Date" means, except as provided in Section 3.1 (c) the date not later than the December 31 immediately preceding the first day of the applicable calendar year for which a particular Deferral Election is made.

2.14 The term "Eligible Employee" means an employee of an Employer who (i) is or becomes a Reporting Employee, or an employee of an Employer who is eligible to participate in the CBS Bonus Deferral Plan and whose securities may be attributable to a Reporting Employee for purposes of Section 16 of the Securities Exchange Act of 1934), (ii) is designated by the Committee as an employee who is eligible to participate in the Plan; and (iii) is notified in writing by the Committee that he is eligible to participate in the Plan. If an employee becomes an Eligible Employee in any calendar year, such employee shall remain an Eligible Employee for all future calendar years during which the Eligible Employee remains an Eligible Employee.

2.15 The term "Employer" means the Company and any affiliate or subsidiary that adopts the Plan on behalf of its Eligible Employees, except as provided in Section 2.25.

2.16 The term "Investment Options" means the investment funds available to participants in the CBS 401(k) Plan, excluding the Self-Directed Brokerage Account.

2.17 The term "Joint Payment Option" means the time and form of payment options available for the payment of an Account as described in Section 5.1(a).

2.18 The term "Joint Payment Option Election" means an election of a Joint Payment Option by a Participant as described in Section 5.1(a).

2.19 The term "Participant" means an Eligible Employee who elects to have Bonus Deferral Contributions made to the Plan.

2.20 The term "Payment Election" is defined in Section 5.1(a).

2.21 The term "Plan" means the CBS Bonus Deferral Plan for Designated Senior Executives as set forth herein, as amended from time to time. Part A of the Plan is attached hereto and shall apply to compensation which was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to compensation which is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

2.22 The term "Post-2004 Subaccount" is defined in Section 4.1.

2.23 The term "Pre-2005 Subaccount" is defined in Section 4.1.

2.24 The term "Reporting Employee" is defined in Section 1.3.

2.25 The term "Separation from Service" means the condition that exists when an Employee who is a Participant in the Plan and the Employer reasonably anticipate that no further

services will be performed after a certain date or that the level of bona fide services that the Employee will perform after such date (whether as an Employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Employee has been providing services to the Employer for less than 36 months). For purposes of this Section 2.25, for periods during which an Employee is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Employee is treated as providing bona fide services at the level equal to the level of services that the Employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Employee is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 2.25 (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 2.25 and notwithstanding Section 2.15, the "Employer" shall be considered to include all members of the controlled group of corporations, trades or businesses which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation)) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

2.26 The term "STIP" means the CBS Corporation Senior Executive Short-Term Incentive Plan or the CBS Corporation Short-Term Incentive Plan, as applicable, as may be amended from time to time.

2.27 The term "Unforeseeable Emergency" means an event that results in severe financial hardship to a Participant resulting from (a) an illness or accident of the Participant or his or her spouse, dependent (as defined in Code Section 152, without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), or beneficiary, (b) loss of the Participant's property due to casualty, or (c) other similar extraordinary circumstances arising due to results beyond the control of the Participant. This Section 2.27 shall be interpreted in a manner consistent with Code Section 409A and applicable provisions of the Treasury Regulations.

Section 3. Participation.

3.1 *Election to Participate*.

(a) An Eligible Employee must elect to participate in the Plan as provided below.

(b) To participate in the Plan for a calendar year, an Eligible Employee must make an annual election (a "Deferral Election") to defer receipt of a specified portion of his or her Bonus earned during such calendar year and scheduled to be paid in the succeeding calendar year in accordance with this Section 3. Subject to Section 3.1(c), such Deferral Election must be made not later than the Election Filing Date and shall be effective as of the Election Filing Date. For example, prior to December 31, 2009, an Eligible Employee may make a Bonus Deferral

Contribution election with respect to any Bonus to be earned in 2010 that is scheduled to be paid in 2011. An Eligible Employee may make a Deferral Election whether or not such employee previously has made, or currently has in effect, any election to make Excess Salary Reduction Contributions under the CBS Excess 401(k) Plan For Designated Senior Executives. An Eligible Employee's entitlement to make Bonus Deferral Contributions shall cease with respect to any Bonus payable with respect to the calendar year following the calendar year in which he or she ceases to be an Eligible Employee.

(c) Notwithstanding the foregoing, for a calendar year beginning on or after January 1, 2005 in which an employee first becomes an Eligible Employee under this Plan or any other account balance plan maintained by an Employer that is required to be aggregated with this Plan under Code Section 409A, such Eligible Employee must make a Deferral Election with respect to any Bonus scheduled to be paid in the next succeeding calendar year within 30 days of the date he first becomes an Eligible Employee, provided that such employee has not already become eligible to participate in any other account balance plan of the Employer (as modified by Section 2.25). Such Deferral Election shall be effective on the date made and shall be effective with regard to the Bonus earned for the remainder of the year in which the election is made and scheduled to be paid during the calendar year following the filing of the Deferral Election with the Committee, as determined pursuant to the pro-ration method permitted under Code Section 409A. If an Eligible Employee is a participant in another account balance plan that is required to be aggregated with this Plan under Code Section 409A when he first becomes eligible to participate in this Plan, such Eligible Employee shall be eligible to make a Deferral Election for the calendar year immediately following the calendar year of his initial eligibility by making an election in accordance with Section 3.1(b) above.

(d) All Deferral Elections shall be made on a written or electronic form acceptable to the Committee (an "Election Agreement") filed with the Committee and shall specify the percentage of a Participant's Bonus that is to be deferred under the Plan during the applicable calendar year.

(e) All Deferral Elections relating to calendar years beginning on or after January 1, 2005, once effective, shall be irrevocable for that calendar year. All Participants are required to make a Deferral Election for each calendar year. If an Eligible Employee fails to make a Deferral Election for a given calendar year, the Eligible Employee shall not be entitled to participate in the Plan during that calendar year. Such Eligible Employee may resume participation in the Plan by completing and filing with the Committee a new Deferral Election by the Election Filing Date for the succeeding calendar year(s).

3.2 *Amount of Elections*. Each Deferral Election filed by an Eligible Employee must specify the amount of Bonus Deferral Contributions in a whole percentage between 1% and 15% of the Participant's applicable Bonus.

Section 4. Individual Account.

4.1 *Creation of Accounts.* The Company will establish and maintain on its books a reserve Account in the name of each Participant. Each Participant's Account will be credited with the amount of the Participant's Bonus Deferral Contributions (and earnings and losses

thereon) made in all calendar years, including any Bonus Deferral Contributions for the Bonus earned in 2002 that are attributable to Deferral Elections originally made under the CBS Excess 401(k) Plan. A Participant's Account will be divided into the following subaccounts: (i) a "Pre-2005 Subaccount" for amounts deferred and vested for purposes of Code Section 409A by a Participant as of December 31, 2004 (and earnings and losses thereon), and (ii) a "Post-2004 Subaccount" for amounts deferred and/or vested for purposes of Code Section 409A by a Participant after December 31, 2004 (and earnings and losses thereon). Amounts in the Pre-2005 Subaccounts, which are intended to qualify for "grandfathered" status, shall be subject to the terms and conditions specified in Part A of the Plan as in effect as of October 3, 2004. A Participant will always be 100% vested in amounts credited to his or her Account hereunder.

4.2 *Investments*.

(a) Amounts, if any, in a Participant's Post-2004 Subaccount will be credited through December 31st of the calendar year in which the Participant experiences a Separation from Service with an amount equal to the amount which would have been earned had such amounts been invested in the same Investment Options and in the same proportion as the Participant may elect, from time to time, to have his Salary Reduction Contributions invested under the CBS 401(k) Plan (other than the Self-Directed Account), or if no such election has been made, in the Fixed Income Fund (or any successor fund).

(b) If a Participant elects (or is deemed to elect) to have his Post-2004 Subaccount distributed in a single lump sum payable on the later of (A) January 31st of the first calendar year following the calendar year in which the Participant experiences a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, no additional adjustments will be made to the Participant's Post-2004 Subaccount after December 31st of the calendar year in which the Participant experiences a Separation from Service that results in the Participant's Post-2004 Subaccount becoming payable on either of such dates. If a Participant elects a single lump sum payable in the second, third, fourth or fifth calendar year following the calendar year in which the Participant experiences a Separation from Service, the Participant's Post-2004 Subaccount will be credited with earnings based on the rate of return in the Fixed Income Fund (or any successor fund) beginning January 1st of the calendar year following the calendar year in which the Participant experiences a Separation from Service that results in the Participant's Post-2004 Subaccount becoming payable and continuing through December 31st of the calendar year immediately preceding the calendar year in which the single lump sum is paid.

(c) If a Participant elects to have his Post-2004 Subaccount distributed in Annual Payments, no additional adjustments will be made to any amount payable in the first calendar year following the calendar year in which the Participant experiences a Separation from Service that results in his Post-2004 Subaccount becoming payable. For any Annual Payments made in the second, third, fourth or fifth calendar year following the calendar year in which the Participant experiences a Separation from Service, the Participant's Post-2004 Subaccount shall be credited with earnings based on the rate of return in the Fixed Income Fund (or any successor fund) beginning January 1st of the calendar year following the calendar year in which the Participant experiences a Separation from Service that results in his Post-2004 Subaccount becoming payable and continuing through December 31st of the calendar year immediately preceding the calendar year in which each payment is made.

(d) No provision of this Plan shall require the Company or the Employer to actually invest any amounts in any fund or in any other investment vehicle.

4.3 *Account Statements.* Each Participant will be given, at least annually, a statement showing (i) Bonus Deferral Contributions, and (ii) the balance of the Participant's Account after crediting Investments.

Section 5. Payment.

5.1 *Joint Payment Option Election.*

(a) An Eligible Employee who has not elected or been deemed to have elected a Joint Payment Option under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A shall, when he first becomes eligible to participate in the Plan, elect a Joint Payment Option on a written or electronic form acceptable to the Committee (a "Payment Election") at the same time that the Eligible Employee files his initial Deferral Election to commence participation in the Plan pursuant to Section 3.1 and in any event not later than his initial Election Filing Date. Such Payment Election shall be effective as of such initial Election Filing Date and shall be irrevocable. A Joint Payment Option elected pursuant to a Payment Election shall apply to all amounts credited to the Participant's Post-2004 Subaccount in this Plan and his Post-2004 Subaccount under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A.

(b) (i) A Participant may elect to receive his entire Post-2004 Subaccount under either of the following Joint Payment Options (A) a single lump sum; or, (B) annual payments over a period of two, three, four or five years ("Annual Payments"). The Annual Payments shall be treated as a single payment for purposes of this Section 5. If a Participant elects to receive Annual Payments over a period of two or more years, such Annual Payments shall be made in substantially equal annual payments, unless the Participant designates, at the time of making his Joint Payment Option election, a specific percentage of his Post-2004 Subaccount to be distributed in each year. All specified percentages must be a whole multiple of 10% and the total of all designated percentages must be equal to 100%.

(ii) If a Participant elects to receive Annual Payments, the first payment shall be made on the later of (A) January 31st of the calendar year immediately following the calendar year in which the Participant experiences a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, and any subsequent Annual Payments shall be made on each applicable January 31st thereafter.

(iii) If a Participant makes a Joint Payment Option Election to receive payments in a single lump sum, such lump sum payment shall be made on the later of (A) January 31st of the calendar year immediately following the calendar year in which the Participant experiences a Separation from Service or (B) the first business day of the seventh

calendar month following the calendar month in which the Participant experiences a Separation from Service. Alternatively, the Participant may elect for the single lump sum to be paid on January 31st of the second, third, fourth or fifth calendar year following the end of the calendar year in which the Participant experiences a Separation from Service.

(iv) If a Participant does not make a Joint Payment Option Election in accordance with the terms of the Plan or any other account balance plan that is required to be aggregated with this Plan under Code Section 409A, such Participant shall be deemed to have made a Joint Payment Option Election to receive his Post-2004 Subaccount in a single lump sum payable in accordance with the first sentence of Section 5.1(b)(iii).

(v) The following examples illustrate the provisions of this Section 5.1(b):

<u>Example 1</u>: Assume that a Participant elects (or is deemed to elect) a Joint Payment Option that provides for a single lump sum payment on the later of (A) January 31st of the calendar year following the calendar year in which he incurs a Separation from Service or (B) the first business day of the seventh calendar month following the calendar month in which the Participant experiences a Separation from Service, and the Participant experiences a Separation from Service on March 15, 2009. The lump sum shall be paid on January 31, 2010. The Participant alternatively could have elected to receive his lump sum payment on January 31, 2011, 2012, 2013 or 2014.

<u>Example 2</u>: Same facts as Example 1, except the Participant experiences a Separation from Service on September 15, 2009. In this example, the lump sum will be paid on the first business day in April 2010.

<u>Example 3</u>: If a Participant elects a Joint Payment Option that provides for Annual Payments over a period of four years in the event of a Separation from Service and experiences a Separation from Service on March 15, 2009, each payment on January 31, 2010 through 2013 will be comprised of approximately 25% of the Participant's Post-2004 Subaccount as of the Participant's date of Separation from Service, though the actual amount of each payment may not be the same due to crediting of investment gains and losses through December 31st of the calendar year prior to the calendar year of each such payment. A Participant alternatively could designate that 10% of his Post-2004 Subaccount be distributed on January 31, 2010, 20% on January 31, 2011, 30% on January 31, 2012 and 40% on January 31, 2013, or, any other combination of percentages that totals 100%.

<u>Example 4</u>: Same facts as Example 3, except the Participant experiences a Separation from Service on September 15, 2009. In this example, the first payment shall be made on the first business day in April 2010, and the remaining three payments will be made on January 31, 2011, 2012, and 2013. The alternative schedule described in Example 3 would result in payment of 10% of his Post-2004 Subaccount on the first business day in April 2010, 20% on January 31, 2011, 30% on January 31, 2012 and 40% on January 31, 2013.

5.2 *Payment on Account of Separation from Service.* If a Participant experiences a Separation from Service prior to his death, the Participant shall commence receiving payments from his Post-2004 Subaccount in accordance with the Joint Payment Option Election in effect with respect to the Participant.

5.3 *Payment on Account of Participant's Death.* If a Participant dies prior to his Separation from Service, the Participant's entire Post-2004 Subaccount shall be paid to the Participant's beneficiary in a single lump sum payment within 90 days of the Participant's death.

Section 6. Unforeseeable Emergency Distributions and Deferral Revocations.

A Participant may request the Committee to accelerate distribution of all or any part of the value of his Post-2004 Subaccount solely for the purpose of alleviating an Unforeseeable Emergency. Payments of amounts as a result of an Unforeseeable Emergency may not exceed the amount necessary to satisfy such Unforeseeable Emergency, plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, and after taking into account any additional compensation that is available to the Participant upon cancellation of the Participant's Bonus Contributions. The Committee may request that the Participant provide certifications and other evidence of qualification for such Unforeseeable Emergency distribution as it determines appropriate. The decision of the Committee with respect to the grant or denial of all or any part of such request shall be in the discretion of the Committee, whether or not the Participant demonstrates that an Unforeseeable Emergency exists, and shall be final and binding and not subject to review. If a Participant receives a distribution upon an Unforeseeable Emergency pursuant to this Section 6 or a hardship withdrawal under the CBS 401(k) Plan, the Participant's Deferral Election will be canceled in its entirety for the remainder of the calendar year in which such Unforeseeable Emergency distribution is made under this Plan and under any other account balance plan that is required to be aggregated with this Plan under Code Section 409A.

Section 7. Beneficiary Designation

A Participant's beneficiary designation for this Plan will automatically be the same as the Participant's beneficiary designation recognized under the CBS 401(k) Plan, unless a separate written designation of beneficiary form for this Plan has been properly filed with the Committee in a form acceptable to the Committee. In the absence of such a designation and at any other time when there is no existing beneficiary designated hereunder, the beneficiary of the Participant for payment of his Account hereunder shall be the estate of the Participant. If two or more persons designated as a Participant's beneficiary are in existence with respect to his Post-2004 Subaccount, the amount of any lump sum payment payable hereunder shall be divided equally among such persons unless the Participant's beneficiary designation specifically provides for a different allocation.

Section 8. Nature of Interest of Participant.

Participation in this Plan will not create, in favor of any Participant, any right or lien in or against any of the assets of the Company or any Employer, and all amounts of compensation deferred hereunder shall at all times remain an unrestricted asset of the Company or the Employer. A Participant's rights to benefits payable under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, or encumbrance. All

payments hereunder shall be paid in cash from the general funds of the Company or applicable Employer and no special or separate fund shall be established and no other segregation of assets shall be made to assure the payment of benefits hereunder. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between any Employer and a Participant or any other person, and the Company's and each Employer's promise to pay benefits hereunder shall at all times remain unfunded as to the Participant.

Section 9. Administration.

9.1 *Committee*. This Plan will be administered by the Committee.

9.2 *Powers of the Committee*. The Committee's powers will include, but will not be limited to, the power:

(i) to determine who are Eligible Employees for purposes of participation in the Plan;

(ii) to interpret the terms and provisions of the Plan and to determine any and all questions arising under the Plan, including without limitation, the right to remedy possible ambiguities, inconsistencies, or omissions by a general rule or particular decision;

(iii) to adopt rules consistent with the Plan; and

(iv) to approve certain amendments to the Plan.

9.3 *Claims Procedure*. The Committee shall have the exclusive right to interpret the Plan and to decide any and all matters arising thereunder. In the event of a claim by a Participant as to the amount of any distribution or method of payment under the Plan, within 90 days of the filing of such claim, unless special circumstances require an extension of such period, such person will be given notice in writing of any denial, which notice will set forth the reason for the denial, the Plan provisions on which the denial is based, an explanation of what other material or information, if any, is needed to perfect the claim, and an explanation of the claims review procedure. The Participant may request a review of such denial within 60 days of the date of receipt of such denial by filing notice in writing with the Committee. The Participant will have the right to review pertinent Plan documents and to submit issues and comments in writing. The Committee will respond in writing to a request for review within 60 days of receiving it, unless special circumstances require an extension of such period. The Committee, at its discretion, may request a meeting to clarify any matters deemed appropriate.

9.4 *Finality of Committee Determinations*. Determinations by the Committee and any interpretation, rule, or decision adopted by the Committee under the Plan or in carrying out or administering the Plan shall be final and binding for all purposes and upon all interested persons, their heirs, and personal representatives.

Section 10. No Employment Rights.

No provisions of the Plan or any action taken by the Company, any Employer, the Board of Directors, or the Committee shall give any person any right to be retained in the employ of the Company or any Employer, and the right and power of the Company or any Employer to dismiss or discharge any Participant is specifically reserved.

Section 11. Amendment, Suspension, and Termination.

The Committee shall have the right to amend the Plan at any time, unless provided otherwise in the Company's governing documents. The Board of Directors shall have the right to suspend or terminate the Plan at any time. No amendment, suspension or termination shall, without the consent of a Participant, adversely affect such Participant's rights in his Account; provided, however, that the consent requirement of Participants to certain actions shall not apply to any amendment or termination that is deemed necessary by the Company to avoid the imposition on any person of additional taxes, penalties or interest under Code Section 409A. In the event the Plan is terminated, the Committee may continue to administer the Plan in accordance with the relevant provisions thereof or shall have the right to change the time and form of distribution of Participants' Accounts, including requiring that the Accounts be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with the requirements of Code Section 409A.

Section 12. Miscellaneous.

12.1 *Severability.* If a provision of the Plan shall be held invalid, the invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the invalid provision had not been included in the Plan.

12.2 *Governing Law.* The provisions of the Plan shall be governed by and construed in accordance with the laws of the State of New York, to the extent not preempted by the laws of the United States.

12.3 *Gender.* Wherein used herein, words in the masculine form shall be deemed to refer to females as well as males.

12.4 *Code Section 409A.* To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither the Company nor any of its subsidiaries or affiliates shall be

deemed to guarantee any particular tax result for any Participant, spouse, or beneficiary with respect to any payments provided hereunder.

Exhibit 10(h)

Summary of CBS Corporation Compensation for Outside Directors
(Effective December 16, 2008)

Directors of CBS Corporation (the "Company") who are not employees of the Company or any of its subsidiaries (the "Outside Directors") receive compensation for their service as follows:

Cash Compensation

- An annual Board retainer of $60,000, payable in equal installments quarterly in advance, plus a per meeting attendance fee of $2,000; and

- The Chairs of the Audit, Compensation and Nominating and Governance Committees each receive an annual retainer of $20,000, payable in equal installments quarterly in advance, and the members of those committees receive a per meeting attendance fee of $2,000.

Outside Directors may elect to defer their cash compensation under the CBS Deferred Compensation Plan for Outside Directors, or any successor plan.

Equity Compensation

Stock Options:

- an initial grant of 12,734 stock options to purchase shares of the Company's Class B common stock on the date the director first joins the Board or becomes an Outside Director, which options vest one year from the date of grant; and

- an annual grant of 5,093 stock options to purchase shares of the Company's Class B common stock on January 31st of each year, which options vest in three equal annual installments, on the first, second and third anniversaries of the date of grant.

  The exercise price of the stock options is the closing price of the Company's Class B common stock on the New York Stock Exchange ("NYSE") on the date of grant.

Restricted Share Units (RSUs):

- an annual grant of RSUs on January 31st of each year equal to $75,000 in value based on the closing price of the Company's Class B common stock on the NYSE on the date of grant, which RSUs vest one year from the date of grant; and

- prorated RSU grants for Outside Directors who join the Board following the date of the annual RSU grant, but during the calendar year of the grant. Such grants will be made 5 business days following the date such Outside Director joins the Board, and will be determined by multiplying $6,250 ($75,000 divided by 12) by the number of months remaining in such calendar year from the date the Outside Director joins the Board (counting the month of joining as a full month), divided by the closing price of the Company's Class B common stock on the NYSE on the date of grant. Prorated RSU grants vest on the first anniversary of the date of grant of the annual RSU grant that was awarded during the calendar year in which the Outside Director received such prorated RSU grant.

RSUs are payable to Outside Directors in shares of the Company's Class B common stock upon vesting unless the Outside Director elects to defer settlement of the RSUs to a future date. Outside Directors are entitled to receive dividend equivalents on the RSUs in the event the Company pays a regular cash dividend on its Class B common stock. Dividend equivalents will accrue on the RSUs (including deferred RSUs) in accordance with the RSU Plan for Outside Directors until the RSUs are settled.

Other

Expenses:

Outside Directors are reimbursed for expenses incurred in attending Board, committee and stockholder meetings.(including travel and lodging) in accordance with the Company's normal travel policies.

Matching Gifts Program for Directors:

Beginning in December 2008, all Directors, including the Outside Directors, are eligible to participate in the Company's Matching Gifts Program for Directors. Under the program, the Company matches donations made by a Director to eligible tax-exempt organizations at the rate of one dollar for each dollar donated up to $7,500 for each fiscal year. The purpose of the program is to recognize the interest of the Company and its Directors in supporting eligible organizations.

Exhibit 10(j)

FIRST AMENDMENT TO THE
CBS CORPORATION DEFERRED COMPENSATION PLAN
FOR OUTSIDE DIRECTORS

WHEREAS, Viacom Inc., a Delaware corporation ("Former Viacom"), previously established and maintained the Viacom Deferred Compensation Plan for Non-Employee Directors (the "Old Former Viacom Directors Plan") for eligible members of its Board of Directors;

WHEREAS, the Old Former Viacom Directors Plan was last amended and restated, effective as of October 3, 2004;

WHEREAS, following the enactment of the American Jobs Creation Act of 2004, Former Viacom established a new Viacom Deferred Compensation Plan for Non-Employee Directors (the "New Former Viacom Directors Plan"), effective as of January 1, 2005, for the purpose of grandfathering amounts deferred (within the meaning of Section 409A of the Internal Revenue Code) prior to January 1, 2005, by providing that such amounts continue to be governed by the Old Former Viacom Directors Plan as in effect on October 3, 2004;

WHEREAS, on December 31, 2005, Former Viacom was separated into two separate entities, CBS Corporation, a Delaware corporation (the "Company"), and Viacom Inc., and the Company retained the obligations of Former Viacom under the Old Former Viacom Directors Plan and the New Former Viacom Directors Plan;

WHEREAS, the New Former Viacom Directors Plan was again amended and restated, effective December 31, 2005, for the purpose of reflecting the Company's assumption of the Plan and for the purpose of renaming the New Former Viacom Directors Plan as the "CBS Corporation Deferred Compensation Plan for Outside Directors" (as renamed, the "Plan"); and

WHEREAS, the Company now desires to amend the Plan, effective as of January 1, 2009, to the extent necessary to comply with Code Section 409A and Treasury Regulations issued thereunder.

NOW, THEREFORE, the Plan is amended as follows, effective as of January 1, 2009:

1. Section 1 is amended by the addition of the following new paragraph to the end thereof:

"This Plan is intended to meet all of the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), so that Participants will be eligible to defer receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to compensation for the performance of services that is considered to have been "deferred" (within the meaning of Section 1.409A-6(a)(2) of the Treasury Regulations) on or after January 1, 2005 through December 31, 2008,

the Plan shall be administered in accordance with a reasonable, good faith interpretation of Code Section 409A, and such interpretation shall govern the rights of a Participant with respect to that period of time."

2. Section 2(a) of the Plan is hereby amended by the addition of the following sentence to the end thereof:

"Any such election that is deemed to remain in effect from year to year shall become irrevocable for a calendar year as of the December 31 of the preceding calendar year."

3. Section 2(b) of the Plan is amended to read as follows:

"(b) A Participant may elect to participate in the Plan within 30 days following the beginning of his or her term in office as a Director, for the fees earned following the date of his or her election. A Participant may also elect to participate in the Plan before December 31 of each year, for the fees earned in the subsequent calendar year and thereafter. A Participant may discontinue participation in the Plan and/or change or modify his or her investment election annually by filing a written notice with the Company prior to December 31 of a particular year, which notice shall be effective for all fees earned in the subsequent calendar year and thereafter, subject to the following restrictions:

(i) *Investment Election*. Changes to the investment election will be applicable to subsequent fees only and no existing account may be converted into another type of account; and

(ii) *Payment Election*. A Participant may not change his or her payment election from that selected at the time he or she initially elects to participate in the Plan. The payment election will be applicable to the entire balance of the Participant's Deferred Compensation Account."

4. Section 4(a) of the Plan is hereby amended to read as follows:

"(a) If a Participant experiences a Separation from Service, payment of his or her Deferred Compensation Account(s) shall be made in cash in a lump sum, three (3) annual installments or five (5) equal annual installments in accordance with the Participant's payment election. The lump sum payment or the initial annual installment shall be made on the later of (i) the first business day after the date which is six months following the Participant's Separation from Service or (ii) January 15th of the year following the year of the Participant's Separation from Service. Each subsequent installment payment shall be made on the anniversary of the initial installment payment."

5. Section 4 of the Plan is hereby amended by the addition of a new Subsection (e) to read as follows:

"(e) The term "Separation from Service" means the condition that exists when a Director who is a Participant in the Plan and the Company reasonably anticipate that the Director will perform no further services as a director of the Company after a certain date. If it is anticipated that the Director will perform services for the Company as an employee or consultant immediately following cessation of his or her service as a director, the term "Separation from Service" means the condition that exists when such Director and the Company reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Director will perform as an employee or consultant after such date would permanently decrease to no more than 20% of the average level of bona fide services performed over the immediately preceding 36-month period (or the full period of services to the Company if the Director has been providing services to the Company for less than 36 months). For purposes of this Section 4(e), for periods during which a Director is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Director is treated as providing bona fide services at the level equal to the level of services that the Director would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which a Director is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 4(e) (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 4(e), the Company shall be considered to include all members of the controlled group of corporations which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation)) as defined in Code Section 409A and the regulations or other guidance issued thereunder."

6. Section 7 of the Plan is hereby amended to read as follows:

"7. Amendments *and Adjustments to the Plan*

The Plan may be altered, amended or suspended by the Board of Directors; provided, however, that no alteration or amendment will be effective without stockholder approval if such approval is required by law or under the rules of the New York Stock Exchange or other principal stock exchange on which the Class B Common Stock is listed. No termination or amendment of the Plan may, without the consent of the Participant for whom a Deferred Compensation Account is maintained, materially adversely affect the rights of such Participant in such Deferred Compensation Account immediately prior to amendment, provided, however, that the consent of Participants to certain actions shall not be required for the making of any amendment or any termination that is deemed necessary by the Company to avoid the imposition on any person of additional taxes, penalties or interest under Code Section 409A.

In the event of any merger, consolidation, stock-split, dividend (other than a regular cash dividend), distribution, combination, recapitalization or reclassification that changes the character or amount of the Class B Common Stock or any other changes in the corporate structure, equity securities or capital structure of the Company, the Board shall make such proportionate adjustments to the Stock Unit Shares held in the plan and any other affected provision in each case, as it deems appropriate, provided that such adjustments shall be made in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix), or any successor provision. The Board's determination as to what, if any, adjustments shall be made shall be final and binding on the Company and all Participants."

7. The Plan is hereby amended by the addition thereto of a new Section 10 to read as follows:

"10. Code Section 409A.

To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither CBS nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant or beneficiary with respect to any payments provided hereunder."

8. Capitalized terms used in but not defined in this Amendment shall have the same meaning as in the Plan.

CBS CORPORATION

December 10, 2008

Mr. Sumner M. Redstone
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Mr. Redstone:

This letter serves to modify, for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), certain provisions of your employment agreement dated December 29, 2005 (the "December 2005 Agreement"), as amended on March 13, 2007 (the "March 2007 Agreement" and together with the December 2005 Agreement, your "Employment Agreement"). Capitalized terms used in this letter agreement without definition have the meanings assigned to them in the Employment Agreement. This letter, when fully executed below, shall amend your Employment Agreement as follows:

1. Paragraph 2(d)(iv)(4)b.(II) of your Employment Agreement (page 5 of the March 2007 Agreement) shall be amended in its entirety to read as follows:

> "(II) any incremental Shares to which you are entitled by virtue of paragraph 2(d)(iv)(3) will be delivered between January 1 and March 15 of the calendar year following the calendar year during which the applicable Measurement Period ends (the expectation of the parties being that such incremental Shares will be delivered on the second business day following the delivery of CBS's audited financial statements in respect of the calendar year during which the applicable Measurement Period ends (so that it can be determined whether or not CBS attained the OIBDA hurdle in respect of such award))."

2. The following new paragraph shall be added at the end of paragraph 4 of your Employment Agreement (pages 5 and 6 of the December 2005 Agreement):

> "If the provision of any benefit or perquisite results in in-kind benefits or reimbursements to you that are (x) taxable for federal income tax purposes and (y) subject to Section 409A, then such in-kind benefits or reimbursements shall be subject to the following rules:
>
> (a) The in-kind benefits to be provided, or the amounts to be reimbursed, shall be determined pursuant to the terms of the applicable benefit plan, policy or agreement.
>
> (b) The amounts eligible for reimbursement, or the in-kind benefits provided, during any calendar year may not affect the expenses

> eligible for reimbursement, or the in-kind benefits provided, in any other calendar year.
>
> (c) Any reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.
>
> (d) Your right to an in-kind benefit or reimbursement is not subject to liquidation or exchange for cash or another benefit."

3. The last sentence of paragraph 13 of your Employment Agreement (page 7 of the December 2005 Agreement) shall be deleted and replaced with the following new sentence:

> "Notwithstanding any other provisions of this Agreement to the contrary, if you are a "specified employee" (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and determined pursuant to procedures adopted by CBS Corporation) at the time of the termination of your employment, then to the extent any amount scheduled to be paid to you during the six-month period following the termination of your employment (including, for this purpose, any equity-based incentive award that is scheduled for payment or settlement during the six-month period following the termination of your employment), and as a result of the termination of your employment, constitutes deferred compensation (within the meaning of Section 409A of the Code), such amount shall be paid to you or settled, as the case may be, on the earlier of (i) the first business day of the seventh calendar month following the calendar month in which the termination of your employment occurs or (ii) your death."

4. A new paragraph 14 shall be added to the end of your Employment Agreement (page 7 of the December 2005 Agreement):

> "14. No Offsets; Section 409A.
>
> (a) No offsets or deductions shall be made against money or property that you owe to CBS from amounts that constitute deferred compensation for purposes of Section 409A of the Code, except for applicable withholding taxes on such

amounts, to the extent that such offset or deduction would result in the imposition of additional tax, penalties or interest under Section 409A of the Code.

(b) To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A of the Code. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to, as a result of this section or otherwise) shall CBS be liable for any tax, interest or penalties that may be imposed on you under Section 409A of the Code. Neither CBS nor any of its affiliates shall have any obligation to indemnify or otherwise hold you harmless from any such taxes, interest or penalties, or liability for any damages related thereto."

5. Except as otherwise provided herein, your Employment Agreement shall continue in full force and effect in accordance with its terms.

To acknowledge your agreement to the foregoing, please sign, date and return this letter to me not later than December 31, 2008.

Very truly yours,

CBS CORPORATION

By: /s/ Louis J. Briskman

Louis J. Briskman
Executive Vice President and
General Counsel,
CBS Corporation

Accepted and Agreed:

/s/ Sumner M. Redstone
Sumner M. Redstone

Dated: 12/16/08

CBS CORPORATION

December 17, 2008

Mr. Leslie Moonves
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Mr. Moonves:

This letter serves to modify, for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), certain provisions of your employment agreement, dated October 15, 2007 ("Employment Agreement"). Capitalized terms used in this letter agreement without definition have the meanings assigned to them in the Employment Agreement. This letter, when fully executed below, shall amend your Employment Agreement as follows:

1. The following sentence shall be added at the end of paragraph 7(g) of your Employment Agreement:

"Notwithstanding anything in this paragraph 7(g) to the contrary, Employer will not exercise such right to deduct from any monies otherwise payable to you to the extent such offset would be a violation of Section 409A."

2. The following two sentences shall be added at the end of paragraph 9(d)(v)d. of your Employment Agreement:

"The rules of the preceding sentence shall apply to all reimbursements and in-kind benefits payable under the Employment Agreement that constitute deferred compensation for purposes of Section 409A. In addition, in no event shall any such reimbursements be paid later than the last day of the calendar year following the year in which the related expense was incurred."

3. The following wording shall be added immediately before the semicolon at the end of paragraph 10(ii) of your Employment Agreement:

"(the date of such payment for purposes of Section 409A shall be the date of your death, and such payment shall be made by February 28th of the year following the year in which your death occurs)."

4. Except as otherwise provided herein, your Employment Agreement shall continue in full force and effect in accordance with its terms.

To acknowledge your agreement to the foregoing, please sign, date and return this letter to me not later than December 31, 2008.

Very truly yours,

CBS CORPORATION

By: /s/ Louis J. Briskman

Louis J. Briskman
Executive Vice President and
General Counsel,
CBS Corporation

Accepted and Agreed:

/s/ Leslie Moonves
Leslie Moonves

Dated: Dec. 18, 2008

Exhibit 10(o)

CBS CORPORATION

December 4, 2008

Mr. Louis J. Briskman
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Mr. Briskman:

This letter serves to modify, for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), certain provisions of your employment agreement, dated September 16, 2008 ("Employment Agreement"). Capitalized terms used in this letter agreement without definition have the meanings assigned to them in the Employment Agreement. This letter, when fully executed below, shall amend your Employment Agreement as follows:

1. The first sentence following subparagraph 7(ii) of your Employment Agreement shall be amended in its entirety to read as follows:

"Bonus compensation under this paragraph 7 shall be paid, less applicable deductions and withholding taxes, between January 1st and February 28th of the calendar year following the calendar year to which such bonus compensation relates."

2. Paragraph 8(d)(ii) of your Employment Agreement shall be amended in its entirety to read as follows:

"(ii) eighteen (18) months of the greater of (x) Target Bonus in effect on the date of your termination of employment (ignoring any reduction in your Target Bonus prior to such date that constituted Good Reason) and (y) the average of your actual annual bonus awards for the two calendar years immediately preceding the calendar year in which your employment is terminated (such calendar year, the "Termination Year"), determined and paid as follows:

a. for the Termination Year, an amount equal to the greater of (x) Target Bonus in effect on the date of your termination of employment (ignoring any reduction in your Target Bonus prior to such date that constituted Good Reason) and (y) the average of your actual annual bonus awards for the two calendar years immediately preceding the Termination Year (such amount, the "Separation Bonus Amount"), prorated for the number of calendar days remaining in the Termination Year, and payable between January 1st and February 28th of the calendar year following the Termination Year; provided, however, that if (x) you are a "specified employee" (within the meaning of Code Section

409A and determined pursuant to procedures adopted by CBS) at the time of your termination, (y) your date of termination pursuant to paragraph 8(b) or (c) occurs after June 30th of the Termination Year, and (z) the prorated Separation Bonus Amount described in this paragraph 8(d)(ii)(a) is determined to constitute deferred compensation (within the meaning of Code Section 409A), then such prorated Separation Bonus Amount shall not be paid to you until the first business day of the seventh month following the month in which your termination of employment occurs or your death, if earlier. Each payment pursuant to this paragraph 8(d)(ii) shall be regarded as a separate payment and not one of a series of payments for purposes of Code Section 409A;

b. for the calendar year following the Termination Year, an amount equal to the Separation Bonus Amount, payable between January 1st and February 28th of the second calendar year following the Termination Year; provided, however, that if the 18th month anniversary of the date of your termination of employment (the "18th Month Anniversary") occurs in the calendar year following the Termination Year, then the Separation Bonus Amount shall be prorated for the number of calendar days in the calendar year following the Termination Year that occur on or before the 18th Month Anniversary; and

c. if the 18th Month Anniversary occurs in the second calendar year following the Termination, an amount equal to the Separation Bonus Amount, prorated for the number of calendar days in the second calendar year following the Termination Year that occur on or before the 18th Month Anniversary, and payable between January 1st and February 28th of the third calendar year following the Termination Year."

3. Paragraph 8(d)(v)c. of your Employment Agreement shall be amended in its entirety to read as follows:

"c. All awards of restricted share units (the "RSUs") that would otherwise vest on or before the end of an eighteen (18) month period following the date of your termination shall accelerate and vest immediately on the date of termination and be settled within ten (10) business days thereafter; provided, however, that to the extent the vesting of any such RSUs is contingent upon satisfaction of specified performance criteria in accordance with the requirements of Internal Revenue Code Section 162(m) ("Code Section 162(m)"), such RSUs shall vest if and when the CBS Compensation Committee (or other committee or individual(s) designated by the CBS Board of Directors) determines that the performance criteria relating to such RSUs has been met and will be settled within ten (10) business days thereafter; provided, further, that to the extent that you are a "specified employee" (within the meaning of Code Section 409A and determined pursuant to procedures adopted by CBS) at the

time of your termination and any portion of your RSUs that would otherwise be settled during the six-month period following your termination of employment constitutes deferred compensation (within the meaning of Code Section 409A), such portion shall be settled on the earlier of (i) the first business day of the seventh month following the month in which your termination of employment occurs or (ii) your death."

4. The penultimate sentence of paragraph 9 of your Employment Agreement shall be amended in its entirety to read as follows:

"In the event of your death after termination of your employment while you are entitled to receive compensation under paragraph 8(d), your beneficiary or estate shall receive (x) any Salary payable under paragraph 8(d)(i), less applicable deductions and withholding taxes, in accordance with the schedule set forth therein; and (y) any bonus compensation under paragraph 8(d)(ii) to the extent not already paid to you, payable, less applicable deductions and withholding taxes, between January 1st and February 28th of the calendar year following the calendar year in which your death occurs."

Except as otherwise provided herein, your Employment Agreement shall continue in full force and effect in accordance with its terms.

To acknowledge your agreement to the foregoing, please sign, date and return this letter to me or to Stephen D. Mirante, Senior Vice President, Human Resources Specialty Services.

Very truly yours,

CBS CORPORATION

By: /s/ Angeline C. Straka
Angeline C. Straka
Senior Vice President
Deputy General Counsel and Secretary,
CBS Corporation

Accepted and Agreed:

/s/ Louis J. Briskman
Louis J. Briskman

Dated: Dec. 17, 08

Exhibit 10(p)

CBS CORPORATION

Susan Gordon
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

November 3, 2008

Dear Susan:

As you may know, a relatively new tax provision, Section 409A of the Internal Revenue Code ("Section 409A") has imposed rules relating to the taxation of deferred compensation. Section 409A covers all non-qualified deferred compensation plans and arrangements, including certain amounts to which you are, or may become, entitled under your employment or other compensation agreement, as applicable.

If any payments are made to you in violation of Section 409A, or your agreement fails to comply in form with Section 409A by December 31, 2008, you risk accelerated taxation of all amounts subject to Section 409A, plus a 20% penalty on such amounts.

In order to assist you in mitigating the risk of your violating Section 409A, we have prepared the attached form amendment to your agreement (the "amendment"), which should result in your agreement complying in form with the requirements of Section 409A. Although the attached form amendment could cause a change in the timing of certain post-employment payments to you under your agreement (in order to comply with Section 409A), the amendment would not affect the amount that you are entitled to receive under your agreement.

Because the adverse tax consequences to you of a Section 409A violation could be significant, we urge you to take prompt action on the attached form amendment. You may want to contact your personal tax advisor about the amendment. We, as well as Angie Straka (212-975-5889) and Steve Mirante (212-975-1124), are available to discuss the amendment with you or your advisor.

To acknowledge your agreement to the attached form amendment, please sign, date and return this letter by November 17, 2008 to Stephen D. Mirante, Senior Vice President, Human Resources Specialty Services. **If you do not sign this amendment by December 31, 2008, we must treat your agreement as not amended to comply with Section 409A, which may lead to the penalties now called for under Section 409A**.

Very truly yours,

/s/ Anthony G. Ambrosio

Anthony G. Ambrosio
Executive Vice President
Human Resources and Administration,
CBS Corporation
(212-975-3243)

/s/ Louis J. Briskman

Louis J. Briskman
Executive Vice President
and General Counsel,
CBS Corporation
(212-975-4915)

ACCEPTED AND AGREED:

/s/ Susan Gordon
Susan Gordon

12/8/08
Date

CBS CORPORATION

December 19, 2008

Mr. Fredric G. Reynolds
c/o CBS Corporation
51 West 52nd Street
New York, NY 10019

Dear Mr. Reynolds:

This letter serves to modify, for purposes of Section 409A of the Internal Revenue Code ("Section 409A"), certain provisions of your employment agreement, dated August 15, 2005 ("Employment Agreement"). Capitalized terms used in this letter agreement without definition have the meanings assigned to them in the Employment Agreement. This letter, when fully executed below, shall amend your Employment Agreement as follows:

1. The first sentence of paragraph 3(b) of your Agreement shall be amended in its entirety to read as follows:

"In addition to your Salary, beginning on October 1, 2005, you shall earn an additional amount ("Deferred Compensation"), the payment of which (together with the return thereon, as provided in this paragraph 3(b)), shall be deferred until January 31st of the first calendar year following the calendar year in which your employment terminates."

2. Paragraph 3(c)(iii) of your Employment Agreement shall be amended in its entirety to read as follows:

"(iii) Your Bonus for any calendar year shall be payable, less applicable deductions and withholding taxes, between January 1st and February 28th of the calendar year following the calendar year to which such bonus compensation relates."

3. Paragraph 6(g) of your Employment Agreement shall be amended to add the following new sentence to the end thereof:

"Notwithstanding anything in this paragraph 6(g) to the contrary, CBS will not exercise such right to deduct from any monies otherwise payable to you, except for applicable withholding taxes on such amounts, to the extent that such deduction would result in the imposition of additional tax, penalties or interest under Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance issued thereunder ("Section 409A")."

4. The fourth sentence of paragraph 7 of your Employment Agreement shall be amended in its entirety to read as follows:

"Bonus compensation under this paragraph 7 shall be paid, less applicable deductions and withholding taxes, between January 1st and February 28th of the calendar year following the calendar year to which such bonus compensation relates."

5. The sixth sentence of paragraph 7 of your Agreement shall be amended in its entirety to read as follows:

"In addition, if you receive compensation under the STD program, you will receive (i) Deferred Compensation for the calendar year in which such benefits commence prorated for the portion of such year during which you receive compensation under the STD program, (ii) prorated Deferred Compensation for any portion of the following calendar year during which you receive compensation under the STD program, and (iii) Deferred Compensation attributable to prior periods, payable, together in each case with the return thereon as provided in paragraph 3(b), on January 31st of the calendar year following the calendar year in which your employment terminates."

6. The last sentence of paragraph 8(a) of your Employment Agreement shall be amended in its entirety to read as follows:

"In the event that your employment is terminated by CBS Corporation for Cause pursuant to paragraph 8(a) or you resign without Good Reason, you shall be entitled to receive (i) any unpaid Salary through your termination or resignation date, payable within 30 days following the date of your termination, and (ii) prorated Deferred Compensation for the calendar year in which the termination or resignation occurs, and Deferred Compensation attributable to prior periods payable, together with the return thereon as provided in paragraph 3(b), on January 31st of the calendar year following the calendar year in which your employment terminates."

7. Paragraph 8(d)(i) of your Employment Agreement shall be amended in its entirety to read as follows:

"(i) two times (2x) the sum of: (a) your annual base Salary, (b) annual Deferred Compensation and (c) your "Target Bonus", as in effect on the date on which your employment terminates, provided, however, that such amounts shall be subject to a cap at a maximum of Six Million dollars ($6,000,000) gross (your "Total Separation Pay"), to be payable in a lump sum within 60 days following the date of your termination;"

8. Paragraph 8(d)(ii) of your Employment Agreement shall be amended in its entirety to read as follows:

"(ii) Deferred Compensation attributable to the calendar year in which the termination occurs and to prior calendar years shall be payable, together with the return thereon as provided in paragraph 3(b), on January 31st of the calendar year following the calendar year in which your employment terminates; and Deferred Compensation attributable to any calendar year following the calendar year in which the termination occurs shall be payable, together with the return thereon as provided in paragraph 3(b), on January 31st of the calendar year following the calendar year to which such Deferred Compensation relates;"

9. The last sentence of Section 8(e) shall be amended in its entirety to read as follows:

"The precise amount of such bonus, if any, will be determined in a manner consistent with the bonus determinations for other Senior Executive STIP participants, and shall be payable, less applicable deductions and withholding taxes, in a lump sum between January 1, 2010 and February 28, 2010."

10. The first three sentence of paragraph 9 of your Employment Agreement shall be amended in their entirety to read as follows:

"In the event of your death prior to the end of the Term while actively employed, the payment date for purposes of Section 409A shall be the date of your death, and your beneficiary or estate shall receive (i) your Salary up to the date on which the death occurs, payable within 30 days following the date of your death; (ii) any Bonus earned in the prior year but not yet paid, payable in accordance with paragraph 3(c)(iii) hereof; and (iii) bonus compensation for the calendar year in which the death occurs, in an amount equal to your Target Bonus and pro-rated for the portion of the year through the date of death, payable, less applicable deductions and withholding taxes, by February 28th of the year following the year of your death. In the event of your death after the termination of your employment while you are entitled to receive compensation under paragraph 8(d) or (e), the payment date for purposes of Section 409A shall be the date of your death, and your beneficiary or estate shall receive (i) any amounts payable under paragraph 8(d)(i) up to the date on which the death occurs, payable within 30 days following the date of your death; (ii) any Bonus earned in the prior year but not yet paid, payable in accordance with paragraph 3(c)(iii) hereof; and (iii) any bonus compensation for the calendar year in which the death occurs, in an amount equal to your Target Bonus and pro-rated for the portion of the year through the date of death, payable, less applicable deductions and withholding taxes, by February 28th of the year following the year of your death. In addition, your beneficiary or estate shall receive prorated Deferred Compensation for the calendar year in which the death occurs and Deferred Compensation attributable to prior calendar years, in both cases payable, together with the return thereon as provided in paragraph 3(b), on January 31st of the calendar year following the year of your death."

11. Paragraph 20 of your Employment Agreement shall be amended by changing its heading to read "Deductions and Withholdings" and by deleting the last sentence thereof.

12. A new paragraph 22 shall be added to the end of your Employment Agreement, which shall read as follows:

"22. Section 409A.

(a) If the provision of any benefit or perquisite under this Agreement results in in-kind benefits or reimbursements to you that are (x) taxable for federal income tax purposes and (y) subject to Section 409A, then such in-kind benefits or reimbursements shall be subject to the following rules:

(i) The in-kind benefits to be provided, or the amounts to be reimbursed, shall be determined pursuant to the terms of the applicable benefit plan, policy or agreement.

(ii) The amounts eligible for reimbursement, or the in-kind benefits provided, during any calendar year may not affect the expenses eligible for reimbursement, or the in-kind benefits provided, in any other calendar year.

(iii) Any reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred.

(iv) Your right to an in-kind benefit or reimbursement is not subject to liquidation or exchange for cash or another benefit.

(b) Notwithstanding any other provisions of this Agreement to the contrary, if you are a "specified employee" (within the meaning of Section 409A and determined pursuant to procedures adopted by CBS Corporation) at the time of the termination of your employment, then to the extent any amount scheduled to be paid to you during the six-month period following the termination of your employment (including, for this purpose, any equity-based incentive award that is scheduled for payment or settlement during the six-month period following the termination of your employment), and as a result of the termination of your employment, constitutes deferred compensation (within the meaning of Section 409A), such amount shall be paid to you or settled, as the case may be, on the earlier of (i) the first business day following the six (6) month anniversary of the termination of your employment or (ii) your death.

(c) To the extent applicable, it is intended that the compensation arrangements under this Agreement be in full compliance with Section 409A. This Agreement shall be construed in a manner to give effect to such intention. In no event whatsoever (including, but not limited to, as a result of this section or otherwise) shall CBS be liable for any tax, interest or penalties that may be imposed on you under Section 409A. Neither CBS nor any of its affiliates shall have any obligation to indemnify or otherwise hold you harmless from any such taxes, interest or penalties, or liability for any damages related thereto."

13. Except as otherwise provided herein, your Employment Agreement shall continue in full force and effect in accordance with its terms.

To acknowledge your agreement to the foregoing, please sign, date and return this letter to me or to Stephen D. Mirante, Senior Vice President, Human Resources Specialty Services.

Very truly yours,

CBS CORPORATION

By: /s/ Louis J. Briskman

Louis J. Briskman
Executive Vice President and
General Counsel,
CBS Corporation

Accepted and Agreed:

/s/ Fredric G. Reynolds
Fredric G. Reynolds

Dated: 12/22/2008

Exhibit 10(r)(i)

CBS SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

PART B – AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

1. Purpose. The purpose of this Supplemental Executive Retirement Plan ("the Plan") (combining the former CBS Supplemental Executive Retirement Plan, SERP #2 and CBS Excess Benefit Plan) is to provide to certain key employees of CBS Corporation ("CBS") a benefit supplemental to those retirement or termination benefits which they are entitled to receive under the CBS Pension Plan Document component of the CBS Combined Pension Plan (the "CBS Pension Plan") or the Cash Balance Plan Document component of the CBS Combined Pension Plan (the "CBS Cash Balance Plan") and to benefit CBS by making it more attractive to such employees to remain with CBS. The Plan was previously amended and restated effective April 1, 1999.

2. 2009 Amendment and Restatement and Grandfathered Status of Benefits Accrued Prior to January 1, 2005. The Plan is hereby again amended and restated effective as of January 1, 2009 by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan and the amendments made prior to October 3, 2004, applies to a Participant's benefit or any portion thereof that is considered to have been Deferred under the Plan prior to January 1, 2005 (the "Section 409A Grandfathered Benefit"), in accordance with the terms of those documents in effect from time to time prior to October 3, 2004. The Section 409A Grandfathered Benefit shall continue to be governed by the law applicable to nonqualified deferred compensation prior to the codification of Code Section 409A. The provisions of this Part B shall apply to any portion of a Participant's benefit that is considered to have been Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Code Section 409A, so that Participants will be eligible to defer the receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to the period commencing January 1, 2005 and ending December 31, 2008 and with respect to the portion of a Participant's benefit that is considered to have been Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan was administered in accordance with a reasonable, good faith interpretation of Code Section 409A, Treasury Regulations, Notices and other guidance issued thereunder, and such interpretation shall govern the rights of a Participant with respect to that period of time.

3. Definitions. Unless the context clearly indicates otherwise, the following terms when used in this Plan with initial capital letters shall have the following meanings:

A. The term "Actuarial Equivalent" or "Actuarially Equivalent" means, with respect to a Plan Benefit, or any portion thereof, an amount of equivalent value determined on such actuarial basis as the Committee, in its sole discretion, shall determine is reasonable and appropriate and which shall be applied by the Committee in a uniform and consistent manner.

B. The term "Aggregate Benefit" has the meaning provided in Section 6.D.

C. The term "Beneficiary" means the beneficiary designated under this Plan to receive benefits upon the death of the Participant. A Participant's Beneficiary will be determined pursuant to the terms of the Qualified Plan in which he participates, as in effect on his Benefit Commencement Date under this Plan.

D. "Benefit Commencement Date" means, except as provided below, the first day of the month immediately following the later of (i) the Participant's Separation from Service, and (ii) the Participant's attainment of age 55. In the event a Participant makes a Subsequent Payment Election, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date upon which the Participant has elected to have payment of his Post-2004 Plan Benefit commence.

E. The term "CBS" has the meaning provided in Section 1.

F. The term "CBS Cash Balance Plan" means the CBS Cash Balance Plan Document component of the CBS Combined Pension Plan, as in effect on January 1, 2005 and as may be amended from time to time thereafter.

G. The term "CBS Pension Plan" means the CBS Pension Plan Document component of the CBS Combined Pension Plan, as in effect on January 1, 2005 and as may be amended from time to time thereafter.

H. The term "Code" means the Internal Revenue Code of 1986, as amended.

I. The term "Committee" means the CBS Retirement Committee or any successor thereto.

J. The term "Continuous Employment Period" has the meaning provided in the CBS Pension Plan.

K. The term "Deferred" means that an amount is considered to be deferred within the meaning of Treasury Regulations Sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

L. The term "Employee" means an employee of the Employer.

M. The term "Employer" means CBS and its subsidiaries and affiliates.

N. The term "Highly Compensated Employee" has the meaning provided in the CBS Pension Plan.

O. The term Joint and Survivor Annuity means one of the Optional Forms of payment defined in Section 6.C.(iv) thru Section 6.C.(vi).

P. The term "Life Annuity" means the Optional Form described in Section 6.C.(i).

Q. The term "Normal Retirement Date" has the meaning given such term under the Qualified Plan, effective January 1, 2005.

R. The term "Optional Forms" has the meaning provided in Section 6.C.

S. The term "Other Death Benefit" has the meaning provided in Section 6.F.

T. The term "Participant" has the meaning provided in Section 4.

U. The term "Plan" means the CBS Supplemental Executive Retirement Plan, as in effect from time to time. Part A of the Plan, which is attached hereto and made a part hereof, shall apply to any portion of a Participant's Plan Benefit that was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to any portion of a Participant's Plan Benefit that is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

V. The term "Plan Benefit" has the meaning provided in Section 5.

W. The term "Post-2004 Plan Benefit" means any portion of a Participant's Plan Benefit that was Deferred after December 31, 2004.

X. The term "Pre-Retirement Death Benefit" means the benefit described in Section 6.F(i).

Y. The term "Qualified Plan" means the CBS Pension Plan or the CBS Cash Balance Plan, as applicable.

Z. The term "Section 409A Grandfathered Benefit" has the meaning provided in Section 2.

AA. The term "Separation from Service" means the condition that exists when an Employee who is a Participant in the Plan and the Employer reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Employee will perform after such date (whether as an Employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Employee has been providing services to the Employer for less than 36 months). For purposes of this Section 3.AA, for periods during which an Employee is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Employee is treated as providing bona fide services at the level equal to the level of services that the Employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Employee is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 3.AA (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 3.AA, the Employer shall be considered to include

all members of the controlled group of corporations which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

BB. The term "Subsequent Payment Election" has the meaning provided in Section 6.B.

CC. The term "Transition Election" means a Participant's election made on or before December 31, 2008 in accordance with IRS Notice 2007-86 and other applicable guidance under Code Section 409A to designate the time at which the Participant's Plan Benefit will commence.

4. <u>Eligibility</u>. The persons eligible to participate in the Plan ("Participants") are those employees of CBS and its subsidiaries who are designated by the Committee, and whose benefit under the Qualified Plan is limited by reason of the limitation on benefits or compensation which may be taken into account under Code Section 415, or under Code Section 401(a)(l7), or under any successor provisions.

Effective April l, 1999, notwithstanding any other provision of the Plan to the contrary, no person who is hired or rehired after March 31, 1999 shall thereafter participate in or accrue any benefit under the Plan.

5. <u>Computation of Benefit</u>.

A. The benefit payable to a Participant under the Plan (the "Plan Benefit") shall be equal to the excess, if any, of (A) the Participant's benefit under the Qualified Plan determined by disregarding the benefit or compensation limitation otherwise imposed by Code Sections 415 and 401(a)(17), or any successor provisions (determined as of the Benefit Commencement Date of the Post-2004 Plan Benefit, regardless of the actual commencement date of said benefit), over (B) the Participant's benefit payable under the Qualified Plan (determined as of the Benefit Commencement Date of the Post-2004 Plan Benefit, regardless of the actual commencement date of said benefit), taking into account such benefit or compensation limitations, and for Participants of the CBS Pension Plan only, disregarding such Participant's status as a Highly Compensated Employee during any calendar year after December 31, 2000. The Plan Benefit shall be computed in accordance with the foregoing using the normal form of payment under the Qualified Plan with the objective that a Participant should receive under the Qualified Plan and this Plan the total amount which would otherwise have been payable to such Participant solely from the Qualified Plan had the referenced Code Sections and Highly Compensated Employee status, as applicable, not limited his benefit payments from the Qualified Plan.

B. For purposes of clarity, a Participant's Section 409A Grandfathered Benefit shall be paid to the Participant at the same time and in the same form as the Participant's benefit under the Qualified Plan is paid. The Participant's Post-2004 Plan Benefit will be calculated as follows:

(i) If the Participant's Post-2004 Plan Benefit is payable at the same time as the benefits described in the first sentence of this Section 5.B, the Participant's total Plan Benefit shall be determined as provided in Section 5.A above. The Participant's Post-2004 Plan Benefit shall be equal to the Participant's total Plan Benefit, less the Participant's Section 409A Grandfathered Benefit (but not less than zero).

(ii) If the Participant's Post-2004 Plan Benefit is not paid at the same time as the benefits described in the first sentence of this Section 5.B, the amount payable to the Participant as his Post-2004 Plan Benefit pursuant to this Part B of the Plan shall be equal to the Participant's total Plan Benefit determined as provided in Section 5.A above, less the Participant's Section 409A Grandfathered Benefit (but not less than zero), subject to the following additional criteria. Both the Participant's total Plan Benefit and Section 409A Grandfathered Benefit shall be determined as of the Benefit Commencement Date of the Participant's Post-2004 Plan Benefit, regardless of the actual commencement date of the Participant's said benefits.

C. In no event shall a Participant's annual compensation in excess of $550,000 be taken into account for the purpose of determining the amount of any benefit under the Plan; provided, however, that this Section 5.C. shall not apply to compensation earned in any calendar year ending prior to January 1, 1999.

6. Payment of Plan Benefit.

A. Time of Payment.

(i) General. Subject to Subsections B, E and F of this Section 6, and except as provided in a Participant's Transition Election, the Post-2004 Plan Benefit payable to a Participant shall commence as of the Participant's Benefit Commencement Date, provided that the first payment may be made up to 90 days after the later of (a) the Participant's 55th birthday, and (b) the Participant's Separation from Service. If the first payment is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment. Except as provided in Subsection B or a Participant's Transition Election, a Participant shall not have the right to designate the tax year in which such Post-2004 Plan Benefits are payable.

(ii) Special Rule for Separations Prior to January 1, 2009. Subject to Subsections B, E and F of this Section 6, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not reached age 55 prior to January 1, 2009 and has not commenced

the payment of his Plan Benefit prior to January 1, 2009, the Benefit Commencement Date of his Post-2004 Plan Benefit shall be his 55th birthday and the first payment shall be made within 90 days of his Benefit Commencement Date. Subject to Subsections B, E and F of this Section 6, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not commenced the payment of his Plan Benefit prior to January 1, 2009, but has reached age 55 prior to January 1, 2009, the Benefit Commencement Date of the Post-2004 Plan Benefit payable to such Participant shall be July 1, 2010 and the first payment shall be made within 90 days of his Benefit Commencement Date. If the first payment under this Section 6.A(ii) is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment.

B. Subsequent Payment Election. A Participant may elect, on a written form (a "Subsequent Payment Election") acceptable to the Committee, to change the time that Post-2004 Plan Benefit payments are to commence pursuant to Subsection A of this Section 6, provided that any such election shall comply with the requirements of Treasury Regulations Section 1.409A-2(b). Any Subsequent Payment Election that satisfies the preceding requirements shall be irrevocable when made but may be superseded by one (but not more than one) Subsequent Payment Election that satisfies the requirements set forth above.

C. Form of Payment. The normal form of Post-2004 Plan Benefit payable to a Participant on his Benefit Commencement Date will be a Life Annuity (as described below). In lieu of receiving the Post-2004 Plan Benefit in the normal form, at any time prior to his Benefit Commencement Date, a Participant may elect, on a written form acceptable to the Committee, to receive his or her Post-2004 Plan Benefit in any one of the following forms (the "Optional Forms"), each of which are Actuarially Equivalent to the Life Annuity:

(i) Life Annuity – a monthly benefit is paid to the Participant during his or her lifetime with no payment made after the Participant's death.

(ii) 10-Year Certain Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 10 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 10-year term.

(iii) 15-Year Certain Annuity Option - - a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 15 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 15-year term.

(iv) Joint and 50% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 50% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(v) Joint and 75% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 75% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(vi) Joint and 100% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 100% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

If a Participant elects an Optional Form that provides for payments to a joint annuitant or Beneficiary, such joint annuitant or Beneficiary shall be designated at the time the Participant elects such Optional Form.

D. Small Payment Cash-Out. Notwithstanding any provision of the Plan to the contrary but subject to Section 6.E, if on a Participant's Benefit Commencement Date, the Actuarially Equivalent lump sum present value of the Participant's Post-2004 Plan Benefit and the Participant's post-2004 benefits under any other plans with respect to which deferrals of compensation are treated as having been Deferred under a single nonqualified deferred compensation plan with the Plan under Treasury Regulation Section 1.409A-1(c)(2) (the "Aggregate Benefit") is less than $10,000, the Participant's entire Aggregate Benefit will be paid in such lump sum on the date the Participant's Post-2004 Plan Benefit was otherwise scheduled to commence.

E. Delayed Payments for Specified Employees. Notwithstanding any provision of this Plan to the contrary, if a Participant is a "specified employee," determined pursuant to procedures adopted by CBS in compliance with Code Section 409A, on the date the Participant incurs a Separation from Service and if any portion of the payments or benefits to be received by the Participant upon Separation from Service would constitute a "deferral of compensation" subject to Code Section 409A, then to the extent necessary to comply with Code Section 409A, amounts that would otherwise be payable pursuant to this Plan during the six-month period immediately following the Participant's Separation from Service will instead be paid on the earlier of (i) the first business day of the seventh calendar month after the date of the Participant's Separation from Service, or (ii) the Participant's death. Any benefit payments delayed because of the preceding sentence shall be paid in a lump sum on the date described in the preceding sentence. Any benefit payments that are scheduled to be paid more than six months after such Participant's Separation from Service shall not be delayed and shall be paid in accordance with the schedule prescribed by Subsections A and B of this Section 6.

F. Payments Upon Death.

(i) Prior to Benefit Commencement Date. In the event that a Participant dies prior to his Benefit Commencement Date, a benefit (the "Pre-Retirement

Death Benefit") will be payable to his Beneficiary pursuant to the following provisions of this clause (i).

(A) Amount of Pre-Retirement Death Benefit. The Pre-Retirement Death Benefit payable to the Beneficiary will be the benefit that would have been payable to the Participant under the Plan had the Participant retired on his date of death. The Pre-Retirement Death Benefit for a Participant of the CBS Pension Plan who dies prior to age 55 and whose Continuous Employment Period on the date of his death shall be five or more years but less than ten years, will be equal to the benefit payable at his Normal Retirement Date, modified as follows:

(1) unreduced between the date he would have attained age 62 and his Normal Retirement Date, if he had lived to such points in time;

(2) reduced at the rate of 4% for each year in the period between the date he would have attained age 55 and the date he would have attained age 62, if he had lived to such points in time; and

(3) reduced on the basis of Actuarially Equivalent factors for each year in the period between the date of his death and the date he would have attained age 55, if he had lived to such point in time.

(B) Time and Form of Payment. The Pre-Retirement Death Benefit shall be paid to the Participant's Beneficiary in an Actuarially Equivalent single lump sum payment within 90 days after the date of the Participant's death.

(ii) On or After Benefit Commencement Date. In the event a Participant dies on or after the Benefit Commencement Date of his or her Post-2004 Plan Benefit, Post-2004 Plan Benefits shall continue to a joint annuitant or Beneficiary only if provided pursuant to the Optional Form under which the Participant was receiving benefit payments in accordance with this Section 6**;** provided, however, that if the Participant's Beneficiary is a trust, the present value of any Post-2004 Plan Benefits required to be paid to the Beneficiary following the Participant's death pursuant to the Optional Form under which the Participant was receiving benefit payments in accordance with this Section 6 shall be paid to the trust in a single lump sum payment within 90 days after the Participant's date of death.

(iii) Other Death Benefits. The following death benefits apply to CBS Cash Balance Plan Participants:

(A) If the Participant has elected to receive payment of his Post-2004 Plan Benefits in the form of a Life Annuity and he dies on or after

his Benefit Commencement Date but before total payments have been made to the Participant that equal the product of (i) 60 multiplied by (ii) the Participant's monthly benefit, the balance of said total payments will be payable in a single lump sum payment within 90 days after the Participant's date of death.

(B) If the Participant has elected to receive payment of his Post-2004 Plan Benefits in the form of a Joint and Survivor Annuity and both he and his joint annuitant die on or after the Benefit Commencement Date but before total payments have been made to the Participant and/or his joint annuitant that equal the product of (i) 60 multiplied by (ii) the monthly benefit the Participant would have received if he had elected to receive his Post-2004 Plan Benefit in the form of a Life Annuity, the balance of said total payments will be payable to the Participant's Beneficiary in a single lump sum payment within 90 days after the later of the Participant's or his joint annuitant's date of death.

7. Nonforfeiture of Benefit. The amount of the benefit accrued under the Plan by any Participant immediately before any (i) withdrawal of approval as a Participant which was previously granted under Section 4 hereof, or (ii) termination or amendment pursuant to Section 10 hereof shall not be reduced by reason of any such event.

8. Nonassignability of Benefits. Except as otherwise required by law, neither any benefit payable hereunder nor the right to receive any future benefit under this Plan may be anticipated, alienated, sold, transferred, assigned, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits under this Plan becomes bankrupt, the interest under this Plan of the person affected may be terminated by the Committee which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

9. Funding. The Plan shall be maintained as an unfunded plan which is not intended to meet the qualification requirements of Code Section 401. Establishment of the Plan will not create, in favor of any Participant, any right or lien in or against any of the assets of CBS. Payments under the Plan shall be made in cash from the general funds of CBS and no special or separate fund shall be established and no segregation of assets shall be made to assure the payment of benefits hereunder. Nothing in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship, between CBS and any Participant or any other person, and CBS's promise to make payments hereunder shall at all times remain unfunded as to any Participant.

10. Termination; Amendment. CBS may, at any time, by resolution of its Board of Directors, terminate or amend the Plan in such respects as it shall deem advisable, provided, however, that except to the extent required to comply with any changes in applicable law (including Code Section 409A), Part A of this Plan may not be suspended, amended,

otherwise modified, or terminated without the consent of each affected Participant who had attained age 55 at the "Effective Time," as such term is defined under the Agreement and Plan of Merger among Westinghouse Electric Corporation, Group W Acquisition Corp. and CBS Inc. Notwithstanding anything in the Plan to the contrary, in the event of a termination of the Plan, the Committee, in its sole and absolute discretion, shall have the right to change the time and form of distribution of Participants' Post-2004 Plan Benefits, including requiring that the Actuarial Equivalent of Post-2004 Plan Benefits be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with Section 6.E above with respect to specified employees, or to fail to comply with the requirements of Code Section 409A.

11. Operation and Administration. The Plan shall be administered by the Committee. The Committee shall have the authority, in its absolute discretion, to exclude from the coverage of the Plan employees who would otherwise be eligible to be Participants, and to include in the coverage of the Plan employees who would not otherwise be eligible to be Participants. The Committee's decision in all matters involving the interpretation and application of the Plan shall be final and binding. The Committee will establish such procedures and requirements, as it shall deem necessary to administer the Plan.

12. Applicable Law. All questions pertaining to the construction, validity, and effect of this Plan shall be determined in accordance with the laws of the State of New York, to the extent not pre-empted by Federal law.

13. Limitation of Rights. This Plan is a voluntary undertaking on the part of CBS. Neither the establishment of the Plan nor the payment of any benefits hereunder, nor any action of CBS, the Committee, or its designee shall be held or construed to be a contract of employment between CBS and any Participant, or to confer upon any person any legal right to be continued in the employ of CBS. CBS expressly reserves the right to discharge, discipline, or otherwise terminate the employment of any Participant at any time. Participation in this Plan gives no right or claim to any benefits beyond those which are expressly provided herein and all rights and claims hereunder are limited as set forth in this Plan.

14. Severability. In the event any provision of this Plan shall be held illegal or invalid, or would serve to invalidate the Plan, that provision shall be deemed to be null and void, and the Plan shall be construed as if it did not contain that provision.

15. Heading, Gender and Number. The headings to the Articles and Sections of this Plan are inserted for reference only, and are not to be taken as limiting or extending the provisions hereof. Unless the context clearly indicates to the contrary, in interpreting this Plan, the masculine shall include the feminine, and the singular shall include the plural.

16. Code Section 409A. To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue

Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither CBS nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant, spouse, or beneficiary with respect to any payments provided hereunder.

Exhibit 10(r)(ii)

CBS BONUS SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
PART B – AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

1. Purpose. The purpose of this Supplemental Executive Retirement Plan ("the Plan") (formerly the CBS Supplemental Executive Retirement Plan, SERP #1) is to provide to certain key employees of CBS Corporation ("CBS") a benefit supplemental to those retirement or termination benefits which they are entitled to receive under the CBS Pension Plan Document component of the CBS Combined Pension Plan (the "CBS Pension Plan") or the Cash Balance Plan Document component of the CBS Combined Pension Plan (the "CBS Cash Balance Plan") and to benefit CBS by making it more attractive to such employees to remain with CBS and by deterring such employees from engaging, after termination of employment, in activities competitive to those of CBS. The Plan was previously amended and restated effective April 1, 1999.

2. 2009 Amendment and Restatement and Grandfathered Status of Benefits Accrued Prior to January 1, 2005. The Plan is hereby again amended and restated effective as of January 1, 2009 by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan and the amendments made prior to October 3, 2004, applies to a Participant's benefit or any portion thereof that is considered to have been Deferred under the Plan prior to January 1, 2005 (the "Section 409A Grandfathered Benefit"), in accordance with the terms of those documents in effect from time to time on and before October 3, 2004. The Section 409A Grandfathered Benefit shall continue to be governed by the law applicable to nonqualified deferred compensation prior to the codification of Code Section 409A. The provisions of this Part B shall apply to any portion of a Participant's benefit that is considered to have been Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Code Section 409A, so that Participants will be eligible to defer the receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to the period commencing January 1, 2005 and ending December 31, 2008 and with respect to the portion of a Participant's benefit that is considered to have been Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan was administered in accordance with a reasonable, good faith interpretation of Code Section 409A, Treasury Regulations, Notices and other guidance issued thereunder, and such interpretation shall govern the rights of a Participant with respect to that period of time.

3. Definitions. Unless the context clearly indicates otherwise, the following terms when used in this Plan with initial capital letters shall have the following meanings:

A. The term "Actuarial Equivalent" or "Actuarially Equivalent" means, with respect to a Plan Benefit, or any portion thereof, an amount of equivalent value determined on such actuarial basis as the Committee, in its sole discretion, shall determine is reasonable and appropriate and which shall be applied by the Committee in a uniform and consistent manner.

B. The term "Aggregate Benefit" has the meaning provided in Section 6.D.

C. The term "Beneficiary" means the beneficiary designated under this Plan to receive benefits upon the death of the Participant. A Participant's Beneficiary will be determined pursuant to the terms of the Qualified Plan in which he participates, as in effect on his Benefit Commencement Date under this Plan.

D. "Benefit Commencement Date" means, except as provided below, the first day of the month immediately following the later of (i) the Participant's Separation from Service, and (ii) the Participant's attainment of age 55. In the event a Participant makes a Subsequent Payment Election, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date upon which the Participant has elected to have payment of his Post-2004 Plan Benefit commence.

E. The term "CBS" has the meaning provided in Section 1.

F. The term "CBS Cash Balance Plan" means the CBS Cash Balance Plan Document component of the CBS Combined Pension Plan, as in effect on January 1, 2005 and as it may be amended from time to time thereafter.

G. The term "CBS Pension Plan" means the CBS Pension Plan Document component of the CBS Combined Pension Plan, as in effect on January 1, 2005 and as it may be amended from time to time thereafter.

H. The term "Code" means the Internal Revenue Code of 1986, as amended.

I. The term "Committee" means the CBS Retirement Committee or any successor thereto.

J. The term "Continuous Employment Period" has the meaning provided in the CBS Pension Plan.

K. The term "Deferred" means that an amount is considered to be deferred within the meaning of Treasury Regulations Sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

L. The term "Eligibility Service" means (i) for an individual who participates in the CBS Pension Plan, his Continuous Employment Period, and (ii) for an individual who participates in the Cash Balance Plan, the definition of "years of service" in the Cash Balance Plan.

M. The term "Employee" means an employee of the Employer.

N. The term "Employer" means CBS and its subsidiaries and affiliates.

O. The term "Joint and Survivor Annuity" means one of the Optional Forms described in Section 6.B.(4) through Section 6.B.(6).

P. The term "Life Annuity" means the Optional Form described in Section 6.B.(1).

Q. The term "Optional Forms" has the meaning provided in Section 6.B.

R. The term "Other Death Benefit" has the meaning provided in Section 6.F.

S. The term "Participant" has the meaning provided in Section 4.

T. The term "Plan" means the CBS Bonus Supplemental Executive Retirement Plan, as in effect from time to time. Part A of the Plan, which is attached hereto and made a part hereof, shall apply to any portion of a Participant's Plan Benefit that was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to any portion of a Participant's Plan Benefit that is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

U. The term "Plan Benefit" has the meaning provided in Section 5.

V. The term "Points" has the meaning provided in the CBS Cash Balance Plan.

W. The term "Post-2004 Plan Benefit" means any portion of a Participant's Plan Benefit that was Deferred after December 31, 2004.

X. The term "Qualified Plan" means the CBS Pension Plan or CBS Cash Balance Plan, as applicable.

Y. The term "Recipient" has the meaning provided in Section 17.

Z. The term "Section 409A Grandfathered Benefit" has the meaning provided in Section 2.

AA. The term "Separation from Service" means the condition that exists when an Employee who is a Participant in the Plan and the Employer reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Employee will perform after such date (whether as an Employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an Employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Employee has been providing services to the Employer for less than 36 months). For purposes of this Section 1.AA, for periods during which an Employee is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Employee is treated as providing bona fide services at the level equal to the level of services that the Employee would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Employee is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 1.AA (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 1.AA, the Employer shall be considered to include all members of the controlled group of corporations which includes the Company;

provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

BB. The term "Subsequent Payment Election" has the meaning provided in Section 6.B.

CC. The term "Transition Election" means a Participant's election made on or before December 31, 2008 in accordance with IRS Notice 2007-86 and other applicable guidance under Code Section 409A to designate the time at which the Participant's Plan Benefit will commence.

4. <u>Eligibility</u>. The persons eligible to participate in the Plan ("Participants") are those Employees of CBS and its subsidiaries who are Participants in the CBS Pension Plan or the CBS Cash Balance Plan and whose participation in the Plan has been expressly approved by the Committee, a predecessor committee, or the Board of Directors of CBS.

Effective April 1, 1999:

A. No Employee who becomes a participant under the CBS Cash Balance Plan shall accrue any additional benefit under the Plan on or after the effective date of such participation;

B. No Employee who is hired or rehired after March 31, 1999 shall be eligible to participate in the Plan; and

C. No individual other than an individual who was a Participant on March 31, 1999, and who (i) was age 55 or older on March 31, 1999, or (ii) had 70 or more Points on March 31, 1999, shall be eligible to accrue any additional benefits under the Plan after March 31, 1999.

5. <u>Computation of Benefit</u>.

A. The retirement or termination benefit payable to a Participant under the Plan (the "Plan Benefit") shall be equal to the accrual percentage otherwise provided in Section 3.02(b) of the CBS Pension Plan (or any successor provision), which, as of January 1, 2009 is 1.7 percent, multiplied by the Eligible Amount, as defined in Subsection B of this Section 5, and multiplied by the number of years of the Participant's Continuous Employment Period, up to a maximum of 35 years.

B. The Eligible Amount shall be:

(1) in the case of a Participant who has been designated by the CBS Board of Directors, 100 percent of such Participant's cash awards under an annual CBS plan for additional compensation (currently the CBS Short Term Incentive Plan), and

(2) in the case of all other Participants, 50 percent of such Participant's cash awards under such an additional compensation plan.

C. In the case of any Plan Benefit payable to a Participant whose Benefit Commencement Date is prior to age 65, and after completion of 10 years of Eligibility Service, any amount payable will be reduced by 4% for each year that the Participant's Benefit Commencement Date precedes his attainment of age 62. In the case of any Plan Benefit payable to a Participant whose Benefit Commencement Date is prior to age 65 and prior to completion of 10 years of Eligibility Service, any amount payable will be reduced on the basis of Actuarially Equivalent factors for each year that the Participant's Benefit Commencement Date precedes his attainment of age 65.

D. For purposes of clarity, a Participant's Section 409A Grandfathered Benefit shall be paid to the Participant at the same time and in the same form as the Participant's benefit under the Qualified Plan is paid. The Participant's Post-2004 Plan Benefit will be calculated as follows:

(i) If the Participant's Post-2004 Plan Benefit is payable at the same time as the benefits described in the first sentence of this Section 5.D., the Participant's total Plan Benefit shall be determined as provided in Section 5.A. through Section 5.C. above. The Participant's Post-2004 Plan Benefit shall be equal to the Participant's total Plan Benefit, less the Participant's Section 409A Grandfathered Benefit (but not less than zero).

(ii) If the Participant's Post-2004 Plan Benefit is not paid at the same time as the benefits described in the first sentence of this Section 5.D, the amount payable to the Participant as his Post-2004 Plan Benefit pursuant to this Part B of the Plan shall be equal to the Participant's total Plan Benefit determined as provided in Section 5.A through Section 5.C above, less the Participant's Section 409A Grandfathered Benefit (but not less than zero), subject to the following additional criteria. Both the Participant's total Plan Benefit and Section 409A Grandfathered Benefit shall be determined as of the Benefit Commencement Date of the Participant's Post-2004 Plan Benefit, regardless of the actual commencement date of the Participant's said benefits.

6. Payment of Plan Benefit.

A. Time of Payment.

(1) General. Subject to Subsections B and E of this Section 6, and except as provided in a Participant's Transition Election, the Post-2004 Plan Benefit payable to a Participant shall commence as of the Participant's Benefit Commencement Date, provided that the first payment may be made up to 90 days after the later of (a) the Participant's 55th birthday, and (b) the Participant's Separation from Service. If the first payment is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment. Except as provided in Subsection B or a Participant's Transition Election, a Participant shall not

have the right to designate the tax year in which such Post-2004 Plan Benefits are payable.

(2) Special Rule for Separations Prior to January 1, 2009. Subject to Subsections B and E of this Section 6, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not reached age 55 prior to January 1, 2009 and has not commenced the payment of his Plan Benefit prior to January 1, 2009, the Benefit Commencement Date of his Post-2004 Plan Benefit shall be his 55th birthday and the first payment shall be made within 90 days of his Benefit Commencement Date. Subject to Subsections B and E of this Section 6, and except as provided in a Participant's Transition Election, if a Participant who experienced a Separation from Service prior to January 1, 2009, has not commenced the payment of his Plan Benefit prior to January 1, 2009, but has reached age 55 prior to January 1, 2009, the Benefit Commencement Date of the Post-2004 Plan Benefit payable to such Participant shall be July 1, 2010 and the first payment shall be made within 90 days of his Benefit Commencement Date. If the first payment under this Section 6.A(2) is made after the Participant's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment.

B. Subsequent Payment Election. A Participant may elect, on a written form (a "Subsequent Payment Election") acceptable to the Committee, to change the time that Post-2004 Plan Benefit payments are to commence pursuant to Subsection A of this Section 6, provided that any such election shall comply with the requirements of Treasury Regulations section 1.409A-2(b). Any Subsequent Payment Election that satisfies the preceding requirements shall be irrevocable when made but may be superseded by one (but not more than one) Subsequent Payment Election that satisfies the requirements set forth above.

C. Form of Payment. The normal form of Post-2004 Plan Benefit payable to a Participant on his Benefit Commencement Date will be a Life Annuity (as described below). In lieu of receiving the Post-2004 Plan Benefit in the normal form, at any time prior to his Benefit Commencement Date, a Participant may elect, on a written form acceptable to the Committee, to receive his or her Post-2004 Plan Benefit in any one of the following forms (the "Optional Forms"), each of which are Actuarially Equivalent to the Life Annuity:

(1) Life Annuity – a monthly benefit is paid to the Participant during his or her lifetime with no payment made after the Participant's death.

(2) 10-Year Certain Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 10 years of payment, the reduced benefit will continue to the Participant's Beneficiary for the remainder of the 10-year term.

(3) 15-Year Certain Annuity Option - a reduced monthly benefit is paid to the Participant during his or her lifetime. If the Participant dies within the first 15 years of payment, the reduced benefit will continue to the Participant's Beneficiary for

the remainder of the 15-year term.

(4) Joint and 50% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 50% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(5) Joint and 75% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 75% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

(6) Joint and 100% Survivor Annuity Option – a reduced monthly benefit is paid to the Participant during his or her lifetime. Following the Participant's death, a joint annuitant selected by the Participant will receive monthly benefits equal to 100% of the monthly benefit that was payable to the Participant for the remainder of the joint annuitant's lifetime.

If a Participant elects an Optional Form that provides for payments to a joint annuitant or Beneficiary, such joint annuitant or Beneficiary shall be designated at the time the Participant elects such Optional Form.

D. Small Payment Cash-Out. Notwithstanding any provision of the Plan to the contrary but subject to Section 6.E, if on a Participant's Benefit Commencement Date, the lump sum present value of the Participant's Post-2004 Plan Benefit and the Participant's Post-2004 benefits under any other plans with respect to which deferrals of compensation are treated as having been Deferred under a single nonqualified deferred compensation plan with the Plan under Treasury Regulation Section 1.409A-1(c)(2) (the "Aggregate Benefit") is less than $10,000, the Participant's entire Aggregate Benefit will be paid in such lump sum on the date the Participant's Post-2004 Plan Benefit was otherwise scheduled to commence.

E. Delayed Payments for Specified Employees. Notwithstanding any provision of this Plan to the contrary, if a Participant is a "specified employee," determined pursuant to procedures adopted by CBS in compliance with Code Section 409A, on the date the Participant incurs a Separation from Service and if any portion of the payments or benefits to be received by the Participant upon Separation from Service would constitute a "deferral of compensation" subject to Code

Section 409A, then to the extent necessary to comply with Code Section 409A, amounts that would otherwise be payable pursuant to this Plan during the six-month period immediately following the Participant's Separation from Service will instead be paid on the earlier of (i) the first business day of the seventh calendar month after the date of the Participant's Separation from Service, or (ii) the Participant's death. Any benefit payments delayed because of the preceding sentence shall be paid in a lump sum on the date described in the preceding sentence. Any benefit payments that are scheduled to be paid more than six months after such Participant's Separation from Service shall not be delayed and shall be paid in accordance with the schedule prescribed by Subsections A and B of this Section 6.

F. Death On or After Benefit Commencement Date.

(1) Benefits Under Optional Form of Payment. In the event a Participant dies on or after his Benefit Commencement Date, Post-2004 Plan Benefits shall continue to a joint annuitant or Beneficiary only if provided pursuant to the Optional Form under which the Participant was receiving benefit payments in accordance with this Section 6**;** provided, however, that if the Participant's Beneficiary is a trust, the present value of any Post-2004 Plan Benefits required to be paid to the Beneficiary following the Participant's death pursuant to the Optional Form under which the Participant was receiving benefit payments in accordance with this Section 6 shall be paid to the trust in a single lump sum payment within 90 days after the Participant's date of death.

(2) Other Death Benefits. The following death benefit shall apply to CBS Cash Balance Plan Participants:

(A) If the Participant has elected to receive payment of his Post-2004 Plan Benefits in the form of a Life Annuity and he dies on or after his Benefit Commencement Date but before total payments have been made to the Participant that equal the product of (i) 60 multiplied by (ii) the Participant's monthly benefit, the balance of said total payments will be payable in a single lump sum payment within 90 days after the Participant's date of death.

(B) If the Participant has elected to receive payment of his Post-2004 Plan Benefits in the form of a Joint and Survivor Annuity and both he and his joint annuitant die on or after the Benefit Commencement Date but before total payments have been made to the Participant and/or his joint annuitant that equal the product of (i) 60 multiplied by (ii) the monthly benefit the Participant would have received if he had elected to receive his Post-2004 Plan Benefit in the form of a Life Annuity, the balance of said total payments will be payable to the Participant's Beneficiary in a single lump sum payment within 90 days after the later of the Participant's or his joint annuitant's date of death.

7. Forfeiture of Plan Benefit.

If any Participant, at any time during the period following his Separation from Service, engages in the operation or management of a business, whether as owner, partner, officer, employee, or otherwise, having a net worth in excess of $5,000,000, which at such time is in competition with CBS or any of its subsidiaries, any and all amounts which otherwise thereafter would be due the Participant under the Plan shall be forfeited.

The determination as to whether a Participant is engaged in the operation or management of business having a net worth in excess of $5,000,000 and which is in competition with CBS or any of its subsidiaries shall be made by the Committee in its absolute discretion, and the decision of the Committee with respect thereto, including its determination of the time at which the participation in such competitive business commenced, shall be conclusive. In determining whether or not to give its consent under this Section 7, the Committee shall give consideration to the circumstances under which the employment of the Participant terminated and, if such termination resulted primarily from circumstances not within the control of the Participant, the Committee shall grant such consent unless the Committee shall find that there are compelling reasons for not doing so.

No Participant shall be required to repay any Plan Benefits paid to him prior to the date on which the Participant shall have received written notice that the Committee shall have determined that the Participant has engaged in the operation or management of a business having a net worth in excess of $5,000,000 and which is in competition with CBS or any of its subsidiaries.

8. Nonforfeiture of Benefit. The amount of the benefit accrued under the Plan by any Participant immediately before any (i) withdrawal of approval as a Participant by the Committee which was previously granted under Section 4 hereof, (ii) withdrawal of entitlement to 100 percent of a Participant's cash awards under an annual CBS plan for additional compensation granted under Section 5.B(1) hereof or (iii) termination or amendment pursuant to Section 11 hereof, shall not be reduced by reason of any such event.

9. Nonassignability of Benefits. Except as otherwise required by law, neither any benefit payable hereunder nor the right to receive any future benefit under this Plan may be anticipated, alienated, sold, transferred, assigned, pledged, encumbered, or subjected to any charge or legal process, and if any attempt is made to do so, or a person eligible for any benefits under this Plan becomes bankrupt, the interest under this Plan of the person affected may be terminated by the Committee which, in its sole discretion, may cause the same to be held or applied for the benefit of one or more of the dependents of such person or make any other disposition of such benefits that it deems appropriate.

10. Funding. The Plan shall be maintained as an unfunded plan which is not intended to meet the qualification requirements of Section 401 of the Internal Revenue Code. Establishment of the Plan will not create, in favor of any Participant, any right or lien in or against any of the assets of CBS. Payments under the Plan shall be made in cash from the general funds of CBS and no special or separate fund shall be established and no segregation of assets shall be made to assure the payment of benefits hereunder. Nothing in this Plan, and no action taken pursuant to its provisions, shall create or be construed to

create a trust of any kind, or a fiduciary relationship, between CBS and any Participant or any other person, and CBS's promise to make payments hereunder shall at all times remain unfunded as to any Participant.

11. Termination; Amendment. CBS may, at any time, by resolution of its Board of Directors, terminate or amend the Plan in such respects as it shall deem advisable, provided, however, that except to the extent required to comply with any changes in applicable law (including Code Section 409A), Part A of this Plan may not be suspended, amended, otherwise modified, or terminated without the consent of each affected Participant who had attained age 55 at the "Effective Time," as such term is defined under the Agreement and Plan of Merger among Westinghouse Electric Corporation, Group W Acquisition Corp. and CBS Inc. Notwithstanding anything in the Plan to the contrary, in the event of a termination of the Plan, the Committee, in its sole and absolute discretion, shall have the right to change the time and form of distribution of Participants' Post-2004 Plan Benefits, including requiring that the Actuarial Equivalent of Post-2004 Plan Benefits be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with Section 6.E above with respect to specified employees, or to fail to comply with the requirements of Code Section 409A.

12. Operation and Administration. The Plan shall be administered by the Committee. The Committee shall have the authority, in its absolute discretion, to exclude from the coverage of the Plan employees who would otherwise be eligible to be Participants, and to include in the coverage of the Plan employees who would not otherwise be eligible to be Participants. The Committee's decision in all matters involving the interpretation and application of the Plan shall be final and binding. The Committee shall establish such procedures and requirements as it shall deem necessary and appropriate to administer the Plan.

13. Applicable Law. All questions pertaining to the construction, validity, and effect of this Plan shall be determined in accordance with the laws of the State of New York, to the extent not pre-empted by Federal law.

14. Limitation of Rights. This Plan is a voluntary undertaking on the part of CBS. Neither the establishment of the Plan nor the payment of any benefits hereunder, nor any action of CBS, the Committee, or its designee shall be held or construed to be a contract of employment between CBS and any Participant, or to confer upon any person any legal right to be continued in the employ of CBS. CBS expressly reserves the right to discharge, discipline, or otherwise terminate the employment of any Participant at any time. Participation in this Plan gives no right or claim to any benefits beyond those which are expressly provided herein and all rights and claims hereunder are limited as set forth in this Plan.

15. Severability. In the event any provision of this Plan shall be held illegal or invalid, or would serve to invalidate the Plan, that provision shall be deemed to be null and void, and the Plan shall be construed as if it did not contain that provision.

16. Headings, Gender and Number. The headings to the Articles and Sections of this Plan are inserted for reference only, and are not to be taken as limiting or extending the provisions hereof. Unless the context clearly indicates to the contrary, in interpreting this Plan, the masculine shall include the feminine, and the singular shall include the plural.

17. Incapacity. If the Committee or its designee shall determine that a Participant, terminated Participant, or any other person entitled to a benefit under this Plan (the "Recipient") is unable to care for his affairs because of illness, accident, or mental or physical incapacity, or because the Recipient is a minor, the Committee or its designee may direct that any benefit payment due the Recipient be paid to his duly appointed legal representative; or if no such representative is appointed, to the Recipient's spouse, child, parent, or other blood relative, or to a person with whom the Recipient resides or who has incurred expense on behalf of the Recipient. Any such payment so made shall be made at the same time and in the same form as such payment would otherwise be made to the Recipient and shall be a complete discharge of the liabilities of the Plan with respect to the Recipient.

18. Binding Effect and Release. All persons accepting benefits under this Plan shall be deemed to have consented to the terms of this Plan. Any final payment or distribution to any person entitled to benefits under the Plan shall be in full satisfaction of all claims against the Plan, the Committee or its designee and CBS arising by virtue of this Plan.

19. Code Section 409A. To the extent applicable, it is intended that this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service. This Plan shall be administered and interpreted in a manner consistent with this intent. If any provision of this Plan is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither CBS nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Participant, spouse, or beneficiary with respect to any payments provided hereunder.

Exhibit 10(r)(v)

WESTINGHOUSE EXECUTIVE PENSION PLAN

WESTINGHOUSE EXECUTIVE PENSION PLAN

PART B—AMENDMENT AND RESTATEMENT AS OF JANUARY 1, 2009

Section 1. Purpose, History, and Grandfathered Status.

(a) *Purpose and History*. The former CBS Corporation (previously Westinghouse Electric Corporation), established the Westinghouse Executive Pension Plan (the "Plan") in order to provide supplemental pension benefits for its eligible employees and their beneficiaries. Pursuant to the Agreement of Merger dated September 6, 1999, former CBS Corporation merged into Viacom Inc. effective as of May 4, 2000. Viacom Inc. separated into two publicly-traded companies on December 31, 2005, CBS Corporation (the "Company") and New Viacom, and the Company continues to maintain the Plan for eligible employees of the Company and/or its subsidiaries and their beneficiaries. The Plan has been established and is maintained by the Company primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The Plan was previously amended and restated twice, effective as of May 4, 2000 and effective as of December 31, 2005.

(b) *2009 Amendment and Restatement and Grandfathered Status of Benefits Accrued Prior to January 1, 2005*. The Plan is hereby again amended and restated effective as of January 1, 2009, by the adoption of Part B of the Plan, as set forth herein. Part A of the Plan, consisting of the original Plan and the amendments made prior to October 3, 2004, applies to an Executive's benefit or any portion thereof that is considered to have been Deferred under the Plan prior to January 1, 2005 (the "Section 409A Grandfathered Benefit"), in accordance with the terms of those documents in effect from time to time prior to October 3, 2004. The Section 409A Grandfathered Benefit shall continue to be governed by the law applicable to nonqualified deferred compensation prior to the codification of Code Section 409A. The provisions of this Part B shall apply to any portion of an Executive's benefit that is considered to have been Deferred on or after January 1, 2005. This Part B of the Plan is intended to meet all of the requirements of Code Section 409A, so that Executives will be eligible to defer the receipt of, and the liability for the federal income tax with respect to, certain items of compensation from one year to a later year in accordance with the provisions of applicable law and the provisions of the Plan. With respect to the period commencing January 1, 2005 and ending December 31, 2008 and with respect to the portion of an Executive's benefit that is considered to have been Deferred during the 2005, 2006, 2007 or 2008 calendar year, the Plan was administered in accordance with a reasonable, good faith interpretation of Code Section 409A, Treasury Regulations, IRS Notices and other guidance issued thereunder, and such interpretation shall govern the rights of an Executive with respect to that period of time.

Section 2. Definitions. Unless the context clearly indicates otherwise, the following terms when used in this Plan with initial capital letters shall have the following meanings:

(a) "Affiliated Entity" means a subsidiary company that is at least fifty percent (50%) owned by the Company or a partnership or a joint venture in which the Company is at least a fifty percent (50%) owner. The term Affiliated Entity shall also include all entities in the Controlled Group of each Employer.

(b) The term "Aggregate Benefit" has the meaning provided in Section 7(d).

(c) "Average Annual Compensation" means the amount equal to the sum of (x) plus (y), as defined below. For purposes of this paragraph, (x) equals 12 times the average of the five highest monthly base salaries of Executive on the ten consecutive December 1sts which immediately precede the earliest of (i) the Executive's date of death, (ii) the date of the Executive's Separation from Service, or (iii) the Executive's Normal Retirement Date. For purposes of this paragraph, (y) equals the average of the five highest annual incentive compensation awards, if any, paid to the Executive under the Westinghouse Annual Incentive Programs or equivalent annual program or programs during the ten consecutive years ending with the earliest of (i) the year of the Executive's death, (ii) the year of the Executive's Separation from Service, or (iii) the year of the Executive's Normal Retirement Date. In the case of an Eligible Affected Employee, the Executive's Effective Termination Date will be substituted for "Separation from Service" in determining Average Annual Compensation.

(d) The term "Beneficiary" means the beneficiary designated under this Plan to receive benefits upon the death of the Executive. An Executive's Beneficiary will be determined pursuant to the terms of the Qualified Plan in which he participates, as in effect on his Benefit Commencement Date under this Plan.

(e) "Benefit Commencement Date" means, except as provided below, the first day of the month immediately following the later of (i) Executive's Separation from Service, and (ii) Executive's attainment of age 55. In the event an Executive makes a Subsequent Payment Election, the Benefit Commencement Date shall be the first day of the month coinciding with or next following the date upon which the Executive elected to have payment of his Post-2004 Plan Benefit commence.

(f) "Board" means the Board of Directors of the Company. The Board and any committee of the Board may delegate any and all of its duties, authority, and discretion under this Plan.

(g) "Cash Balance Plan" means the CBS Cash Balance Plan Document component of the CCPP, effective as of January 1, 2005 and as it may be amended from time to time thereafter.

(h) "CCPP" means the CBS Combined Pension Plan.

(i) "Code" means the Internal Revenue Code of 1986, as amended.

(j) "Committee" means the CBS Retirement Committee or any successor thereto. The Committee may delegate any and all of its duties, authority, and discretion under this Plan.

(k) "Committees" means the Committee and the Investments Committee.

(l) "Company" means CBS Corporation and its subsidiaries. It shall also include any successor to CBS Corporation by merger or the sale of substantially all of the assets of CBS Corporation. For periods prior to May 4, 2000, the Company was the former CBS Corporation (previously Westinghouse Electric Corporation). For the period May 4, 2000 to December 31, 2005, the Company was the former Viacom Inc.

(m) "Controlled Group" means, with respect to the Company: (a) any corporation which is a member of a controlled group of corporations, within the meaning of Section 1563(a) of the Code, determined without regard to Sections 1563(a)(4) and (e)(3)(C) of the Code, including the Company; (b) any trade or business under common control with the Company, within the meaning of Section 414(c) of the Code; (c) any employer which is included with the Company in an affiliated service group, within the meaning of Section 414(m) of the Code; or (d) any other entity required to be aggregated with the Company pursuant to regulations under Section 414(o) of the Code.

(n) "Credited Service" has the meaning defined in (i) for an individual who participates in the Group W Plan, the Group W Plan, (ii) for an individual who participates in the Cash Balance Plan, either of the Group W Plan or the WPP, depending upon whether the individual was most recently a participant in the Group W Plan or the WPP prior to becoming a participant in the Cash Balance Plan, and (iii) for an individual who is not described in (i) or (ii) above, the WPP; provided that, for purposes of the Plan it shall also include such service with a Designated Entity or Designated Group; but it shall not include any "deemed" service which may be awarded under a special retirement window or similar arrangements.

(o) "Deferred" means that an amount is considered to be deferred within the meaning of Treasury Regulations Sections 1.409A-6(a)(2) and 1.409A-6(a)(3).

(p) "Designated Entity" means an Affiliated Entity or other entity that is designated by the Committees as participating in the Plan.

(q) "Designated Group" means a group of employees that is designated by the Committees as participating in the Plan.

(r) "Early Retirement Date" means: (i) for an Executive who is a participant in the WPP accruing Eligibility Service (and for any Executive not described in (ii) below), the earlier of (1) attainment of age 60 with at least 10 years of Eligibility Service, or (2) attainment of age 58 with at least 30 years of Eligibility Service, or (ii) for an Executive who is a participant in the Group W Plan or the Cash Balance Plan accruing Eligibility Service, attainment of age 55 with at least 10 years of Eligibility Service.

(s) "Effective Termination Date" means the date an Eligible Affected Employee Separates from Service with the Employer.

(t) "Eligibility Service" has the meaning defined in (i) for an individual who participates in the Group W Plan, the Group W Plan, (ii) for an individual who participates in the Cash Balance Plan, the definition of "years of service" in the Cash Balance Plan, and (iii) for an individual who is not described in (i) or (ii) above, the WPP.

(u) "Eligible Affected Employee" means an Employee who qualified for restructuring benefits under Section 22 of the WPP.

(v) "Employee" has the meaning defined in (i) for an individual who participates in the Group W Plan, the Group W Plan, (ii) for an individual who participates in the Cash Balance

Plan, the definition of "eligible employee" in the Cash Balance Plan, and (iii) for an individual who is not described in (i) or (ii) above, the WPP.

(w) "Employer" has the meaning defined in (i) for an individual who participates in the Group W Plan, the Group W Plan, (ii) for an individual who participates in the Cash Balance Plan, the Cash Balance Plan, and (iii) for an individual who is not described in (i) or (ii) above, the WPP.

(x) "Equivalent Actuarial Value" means, with respect to an Executive Pension Supplement, an amount of equivalent value determined on such actuarial basis as the Committee, in its sole discretion, shall determine is reasonable and appropriate and which shall be applied by the Committee in a uniform and consistent manner.

(y) "Executive" means any Employee who (i) is employed in a corporate grade 40 or above position or a comparable position with an Employer, a Designated Entity or a Designated Group, or in a position with an Employer, a Designated Entity or a Designated Group that is otherwise determined by the chief executive officer of the Company or the Committees to be eligible as an Executive position under the Plan based upon the duties and responsibilities of the position, and (ii) has been notified in writing of his eligibility to participate in the Plan.

By participating in the Plan, an Executive is also deemed to be a "bona fide executive" and/or "high policymaking employee," as defined under the federal Age Discrimination in Employment Act, as amended.

(z) "Executive Benefit Service" means the Executive's total years of Eligibility Service if: (i) the Executive was making the Maximum Contribution during each of those years; or (ii) the Executive (1) was making the Maximum Contribution during each of those years after the date he or she first became an Executive, and (2) has complied with the provisions of the Executive Buy Back process (as set forth in Appendix A of the Plan) as to those years prior to his or her first becoming an Executive. The Executive Benefit Service of an Executive who did not make the Maximum Contribution during those years prior to the date he or she first became an Executive and has not complied with the Executive Buy Back process will be based solely on the period(s) of Eligibility Service during which he or she made the Maximum Contribution. An Executive will not be credited with any additional Executive Benefit Service on or after the date his or her Executive Pension Supplement is frozen pursuant to Section 3(a).

(aa) "Executive Pension Base" means the amount determined by multiplying 1.47 percent times Average Annual Compensation times the number of years of Executive Benefit Service accrued to the earliest of the date of the Executive's Separation from Service, the Executive's Normal Retirement Date or the date of the Executive's death; or, in the case of an Eligible Affected Employee, the Executive's Effective Termination Date. Also, in the case of an Eligible Affected Employee, in the event that benefits commence under this Plan prior to age 65, then the Executive Pension Base will be actuarially reduced by the same percentage that the Executive's benefit under the WPP would have been actuarially reduced for life annuity benefits commenced at that time. An Executive's Executive Pension Base will be frozen on the date his or her Executive Pension Supplement is frozen pursuant to Section 3(a).

(bb) "Executive Pension Supplement" means the pension calculated pursuant to Sections 4 and 5 of this Plan. There will be no Executive Pension Supplement payable if the Executive's Qualified Plan Benefit equals or exceeds his or her Executive Pension Base. Section 3(a) sets out rules under which certain Executives' Executive Pension Supplements are frozen.

(cc) "Group W Plan" means the Group W Plan Document component of the CCPP, as in effect on January 1, 2005 and as it may be amended from time to time thereafter.

(dd) "Investments Committee" means the CBS Investments Committee or any successor thereto. The Investments Committee may delegate any and all of its duties, authority, and discretion under this Plan.

(ee) "Joint and Survivor Annuity" means one of the Optional Forms described in Section 7(c)(ii) through Section 7(c)(v).

(ff) "Life Annuity" means the Optional Form described in Section 7(c)(i).

(gg) "Maximum Contribution" means: (i) during such time as the Employee was eligible to participate in the WPP or the Group W Plan, the maximum amount the Employee was permitted to contribute to such plan, and (ii) during such time as the Employee was employed by a Designated Entity or as part of a Designated Group, the maximum amount the Employee was permitted to contribute, if any, to that Designated Entity's or Designated Group's defined benefit pension or Money Purchase Pension Plan, if any, or to such defined benefit pension or Money Purchase Pension Plan, as was made available to employees of said Designated Entity or Designated Group, if any. In addition, in order to be deemed to have made the Maximum Contribution during the period described in (ii) above, the Employee must have paid the Company an amount of each of his or her annual incentive compensation awards based on the maximum WPP or Group W Plan contribution formula applied to 50% of said awards.

(hh) "Money Purchase Pension Plan" means a defined contribution plan, as defined in Section 3(34) of the Employee Retirement Income Security Act of 1974, as amended, that is subject to the minimum funding requirements of Section 412 of the Code.

(ii) "Normal Retirement Date" means, with respect to an Executive, the later of (i) the first day of the month following his 65th birthday, or (ii) the first day of the month following his completion of 5 years of Eligibility Service.

(jj) "Optional Forms" has the meaning provided in Section 7(c).

(kk) "Permanent Job Separation" has the meaning defined in (i) for an individual who participates in the WPP, the WPP, (ii) for an individual who participates in the Group W Plan, the Group W Plan, and (iii) for an individual who participates in the Cash Balance Plan, either of the Group W Plan or the WPP, depending upon whether the individual was most recently a participant in the Group W Plan or the WPP prior to becoming a participant in the Cash Balance Plan. An individual who never participated in the WPP or the Group W Plan cannot have a Permanent Job Separation.

(ll) "Plan" means this Westinghouse Executive Pension Plan, as in effect from time to time. Part A of the Plan, which is attached hereto and made a part hereof, shall apply to any portion of an Executive's Executive Pension Supplement that was Deferred prior to January 1, 2005. Part B of the Plan is set forth herein and shall apply to any portion of an Executive's Executive Pension Supplement that is Deferred on or after January 1, 2005. Certain provisions of this Part B apply as of certain earlier effective dates as specified herein.

(mm) "Points" has the meaning provided in the CBS Cash Balance Plan.

(nn) "Post-2004 Plan Benefit" means any portion of an Executive Pension Supplement that was Deferred after December 31, 2004.

(oo) "Qualified Plan Benefit" means (i) the annual amount of pension the Executive is entitled to receive under the WPP, the Group W Plan, the Cash Balance Plan, and any applicable defined benefit pension plan of, or made available to employees of, a Designated Entity or Designated Group based on Credited Service accumulated up to the earlier of the Executive's Separation from Service or death, (ii) the annual amount the Executive is entitled to receive on a life annuity basis of an Equivalent Actuarial Value for retirement benefits under any Money Purchase Pension Plan of, or made available to employees of, a Designated Entity or Designated Group upon the earlier of Separation from Service and death, and (iii) in any case where service included in the Executive's Eligibility Service also entitles that Executive to benefits under one or more retirement plans (whether a defined benefit or Money Purchase Pension Plan or both) of another company, the annual amount the Executive is entitled to receive on a life annuity basis of an Equivalent Actuarial Value for retirement benefits from those plans. The Qualified Plan Benefit does not include any early retirement pension supplement. An Executive's Qualified Plan Benefit will not include any benefit accrued on account of Credited Service on or after the Executive's Executive Pension supplement is frozen pursuant to Section 3(a).

(pp) "Retirement Eligible" means that the Executive is accruing Eligibility Service and (i) has attained age 65 and completed five or more years of Eligibility Service, (ii) has attained age 60 and completed 10 or more years of Eligibility Service, (iii) has attained age 58 and completed 30 or more years of Eligibility Service, (iv) after March 31, 1999, for Executives who are participants in the Group W Plan or the Cash Balance Plan on or after such date, has attained age 55 and completed 10 or more years of Eligibility Service, or (v) has satisfied the requirements for an immediate pension under the Special Retirement Pension provisions of the WPP or Group W Plan.

(qq) "Section 409A Grandfathered Benefit" has the meaning provided in Section 1.

(rr) "Separation from Service" means the condition that exists when an Executive who is an Executive and the Employer reasonably anticipate that no further services will be performed after a certain date or that the level of bona fide services that the Executive will perform after such date (whether as an employee or an independent contractor) would permanently decrease to no more than 20% of the average level of bona fide services performed (whether as an employee or an independent contractor) over the immediately preceding 36-month period (or the full period of services to the Employer if the Executive has been providing services to the Employer for less than 36 months). For purposes of this Section 2(rr), for periods

during which an Executive is on a paid bona fide leave of absence and has not otherwise experienced a Separation from Service, the Executive is treated as providing bona fide services at the level equal to the level of services that the Executive would have been required to perform to receive the compensation paid with respect to such leave of absence. Periods during which an Executive is on an unpaid bona fide leave of absence and has not otherwise experienced a Separation from Service are disregarded for purposes of this Section 2(rr) (including for purposes of determining the applicable 36-month (or shorter) period). For purposes of this Section 2(rr), the Employer shall be considered to include all members of the controlled group of corporations which includes the Company; provided, however, that in applying Code Section 414(b), the phrase "at least 50 percent" shall be substituted for "at least 80 percent"; and in applying Code Section 414(c), the phrase "at least 50 percent" shall be used instead of the phrase "at least 80 percent." Separation from Service shall be determined on the basis of the modifications described in Treasury Regulation Section 1.409A-1(h)(3) (or any successor regulation) as defined in Code Section 409A and the regulations or other guidance issued thereunder.

(ss) "Special Retirement Date" means the first day of the month following the month in which an Employee's employment is terminated as a result of a Permanent Job Separation.

(tt) The term "Subsequent Payment Election" has the meaning provided in Section 7(b).

(uu) "Surviving Spouse" means the spouse of an Executive on the date he or she dies.

(vv) "Transition Election" means an Executive's election made on or before December 31, 2008 in accordance with IRS Notice 2007-86 and other applicable guidance under Code Section 409A to designate the time at which the Executive Pension Supplement will commence.

(ww) "Westinghouse Annual Incentive Programs" currently means the CBS Senior Executive Short Term Incentive Plan, the CBS Short Term Incentive Plan, or any substantially similar annual program or programs, and has previously encompassed the Westinghouse Annual Performance Plan, the Westinghouse Annual Incentive Plan, and the former Westinghouse By-law XVI Incentive Compensation Program.

(xx) "WPP" means the Westinghouse Pension Plan Document component of the CCPP (or, for periods prior to the merger of the Westinghouse Pension Plan into the CCPP, the Westinghouse Pension Plan), as in effect on January 1, 2005 and as it may be amended from time to time thereafter.

Section 3. Eligibility for Benefits: Mandatory Retirement.

(a) *No New Participants: Benefit Freeze.* No Executive will be eligible to accrue any Executive Pension Supplement after March 31, 1999 unless such Executive had accrued an Executive Pension Supplement as of March 31, 1999, and no Employee rehired after March 31, 1999 will be eligible to accrue any Executive Pension Supplement after such rehire. In addition, no Executive who is a participant in the Group W Plan or the Cash Balance Plan on or after March 31, 1999 (or on a later date that immediately precedes participation in the Group W Plan or the Cash Balance Plan) shall be eligible to accrue any additional Executive Pension

Supplement after March 31, 1999 (or such later date described above), unless such Executive: (i) is age 55 or older on March 31, 1999, or (ii) has 70 or more Points.

(b) *General.* Subject to Section 9 and all other provisions of this Plan, each Executive will be entitled to the benefits of this Plan on or after a Separation from Service from the Company, an Employer, a Designated Entity or a Designated Group, provided that such Executive: (i) has been employed in a position that meets the definition of Executive for five or more continuous years immediately preceding the earlier of the date of the Executive's Separation from Service or the Executive's Normal Retirement Date; (ii) has made the Maximum Contribution during each year of Eligibility Service from the date he or she first became an Executive until the earliest of his or her date of death, the date of his or her Separation from Service or Normal Retirement Date; (iii) is a participant in the WPP, Group W Plan, or Cash Balance Plan, or in the defined benefit or Money Purchase Pension Plan of, or made available to employees of, a Designated Entity or Designated Group, if any; and (iv) is Retirement Eligible on the date of Separation from Service with the Company, an Employer, a Designated Entity or a Designated Group or, in the case of a Surviving Spouse benefit, satisfies the requirements for benefits under Section 5 of the Plan.

Notwithstanding the preceding paragraph, any Executive who (I) was a participant in the Group W Plan or the Cash Balance Plan on March 31, 1999, and (II) on March 31, 1999, had satisfied the eligibility requirements under (ii) above (by treating March 31, 1999 as the Separation from Service date), need not thereafter satisfy the qualification requirements under (i), (iii), and (iv) above to receive an Executive Pension Supplement. Similarly, any Executive who (I) was a participant in the Group W Plan or Cash Balance Plan after March 31, 1999, and (II) on the date immediately preceding such participation date, satisfied the eligibility requirements under (ii) above (by treating the date immediately preceding the participation date as the Separation from Service date), need not thereafter satisfy the qualification requirements under (i), (iii), and (iv) above to receive an Executive Pension Supplement.

(c) *Mandatory Retirement.* Pursuant to this Plan, the Company, an Employer, or any Affiliated Entity shall be entitled, at its option, to retire any Executive who has attained sixty-five years of age and who, for the two-year period immediately before his or her retirement, has participated in this Plan, if such Executive is entitled to an immediate non-forfeitable annual retirement benefit from a pension, profit-sharing, savings or deferred compensation plan, or any combination of such plans, of the Company, an Employer, or any Affiliated Entity which equals, in the aggregate, at least $44,000. The calculation of such $44,000 (or greater) amount shall be performed in a manner consistent with 29 U.S.C.A. Section 631(c)(2)..

Section 4. Calculation of Executive Pension Supplement.

(a) *Amount of Supplement for Executives Who Separate from Service On or After an Early, Normal, or Special Retirement Date.* The Executive Pension Supplement for an Executive who satisfies the eligibility rules of Section 3 of the Plan and who experiences a Separation from Service on or after an Early, Normal or Special Retirement Date shall be calculated as follows:

(i) If the Executive (1) has attained age 60 and completed 10 or more years of Eligibility Service, (2) has attained age 65, or (3) has satisfied the eligibility requirements for an immediate pension under the Special Retirement Pension provisions of the WPP or Group W Plan, the Executive Pension Supplement is determined by subtracting the Executive's Qualified Plan Benefit that would be payable if he or she elected a life annuity option (after any reduction for early retirement, if applicable), commencing on the Benefit Commencement Date, from his or her Executive Pension Base.

(ii) If the Executive has not met the requirements of Section 4(a)(i) above but has attained age 58 and completed 30 or more years of Eligibility Service, the Executive Pension Supplement is determined by subtracting the Executive's Qualified Plan Benefit that would be payable if he or she elected a life annuity option (before any reduction for retirement prior to age 60), commencing on the Benefit Commencement Date, from his or her Executive Pension Base.

(iii) If the Executive has not met the requirements of Section 4(a)(i) or Section 4(a)(ii) above, but is a participant in the Group W Plan or the Cash Balance Plan on or after March 31, 1999, has attained age 55, and has completed 10 or more years of Eligibility Service (but not as many as 30 years of Eligibility Service), the Executive Pension Supplement is a benefit having the Equivalent Actuarial Value as the benefit that would have been paid under Section 4(a)(i) above if the Executive had qualified for an Executive Pension Supplement commencing at age 60 under such Section.

(iv) If the Executive has not met the requirements of Section 4(a)(i), Section 4(a)(ii), or Section 4(a)(iii) above, but is an Executive who is a participant in the Group W Plan or the Cash Balance Plan on or after March 31, 1999, has attained age 55, and has completed 30 or more years of Eligibility Service, the Executive Pension Supplement is the benefit having the Equivalent Actuarial Value as the benefit that would have been paid under Section 4(a)(ii) above if the Executive had qualified for an Executive Pension Supplement commencing at age 58 under such Section.

(b) *Amount of Supplement for Executives Who Separate from Service Before Early, Normal, or Special Retirement Date.* The Executive Pension Supplement payable to an Executive who satisfies the eligibility rules of Section 3 of the Plan who experiences a Separation from Service before his or her Early, Normal, or Special Retirement Date shall be calculated as follows: the Executive Pension Supplement is determined by subtracting the Executive's Qualified Plan Benefit that would be payable (determined without regard to whether the Executive is vested in his or her Qualified Plan Benefit) if he or she elected a life annuity option (before any reductions for retirement prior to age 65), commencing on the Benefit Commencement Date, from his or her Executive Pension Base. For a benefit commencing prior to age 65, the benefit shall have the Equivalent Actuarial Value as the benefit determined in the preceding sentence commencing at age 65.

(c) *Computation of Post-2004 Plan Benefit.* For purposes of clarity, an Executive's Section 409A Grandfathered Benefit shall be paid to the Executive at the same time and in the same form of payment as the Executive's Qualified Plan Benefit is paid. The Executive's Post-2004 Plan Benefit will be calculated as follows:

(i) If the Executive's Post-2004 Plan Benefit is payable at the same time as the benefits described in the first sentence of this Section 4(c), the Executive's total Executive Pension Supplement shall be determined as provided in Section 4(a) or (b) above. The Executive's Post-2004 Plan Benefit shall be equal to the Executive's total Executive Pension Supplement, less the Executive's Section 409A Grandfathered Benefit (but not less than zero).

(ii) If the Executive's Post-2004 Plan Benefit is not paid at the same time as the benefits described in the first sentence of this Section 4(c), the amount payable to the Executive as his Post-2004 Plan Benefit pursuant to this Part B of the Plan shall be equal to the Executive's total Executive Pension Supplement determined as provided in Section 4(a) or (b) above, less the Executive's Section 409A Grandfathered Benefit (but not less than zero), subject to the following additional criteria. Both the Executive's total Executive Pension Supplement and 409A Grandfathered Benefit shall be determined as of the Benefit Commencement Date of the Executive's Post-2004 Plan Benefit, regardless of the actual commencement date of the Executive's said benefits.

Section 5. Death in Active Service.

(a) *Eligibility For an Immediate Benefit.* If an Executive dies in active service and, on his or her date of death, satisfies the requirements of the Surviving Spouse Benefit for Death Before Retirement provisions of the WPP (or, for participants in the Group W Plan or the Cash Balance Plan, of the Group W Plan) and satisfies the requirements of Section 3(b)(ii) and (iii) at the time of death, a benefit shall also be payable to his or her Surviving Spouse under this Plan if his or her Executive Pension Base exceeds his or her Qualified Plan Benefit determined as of the date of death. The duration portion of the requirement of Section 3(b)(i) of the Plan that the Executive be employed in a position that meets the definition of Executive for five or more continuous years is waived in this case.

The Surviving Spouse benefit under this Section 5(a) shall be the Executive Pension Supplement reduced in the same manner as under Section 8.C of the WPP (or, for participants in the Group W Plan or the Cash Balance Plan, Section 8.C of the Group W Plan). For purposes of this paragraph, the Executive Pension Supplement shall be calculated as follows:

(i) If the Executive had attained age 60 or if the Executive had completed 30 years of Eligibility Service as of the date of death, the Executive Pension Supplement would be calculated as described in Section 4(a)(i) or (ii), as applicable; or

(ii) If the Executive did not meet either of the requirements set forth in subparagraph (i) above, the Executive Pension Supplement would be 80% of the difference between the Executive Pension Base and the unreduced Qualified Plan Benefit determined as of the date of death.

(b) *Eligibility for a Deferred Benefit.* If an Executive dies in active service and at the time of death, the Executive does not satisfy the requirements of Section 5(a) above but does satisfy the requirements of the Surviving Spouse Benefit for Certain Vested Employees provisions of the WPP, and also satisfies the requirements of Section 3(b)(ii) and (iii), a Surviving Spouse benefit shall also be payable under this Plan if his or her Executive Pension Base exceeds his or her Qualified Plan Benefit as of the date of death. The duration portion of the requirement of Section 3(b)(i) of the Plan that the Executive be employed in a position that meets the definition of Executive for five or more continuous years is waived in this case.

The Surviving Spouse benefit under this Section 5(b) shall be the Executive Pension Supplement reduced in the same manner as under Section 9.C of the WPP (or, for participants in the Group W Plan or the Cash Balance Plan, Section 9.C of the Group W Plan). For purposes of this paragraph, the Executive Pension Supplement shall be calculated by subtracting the Executive's Qualified Plan Benefit (before any reductions) determined as of the date of death from his or her Executive Pension Base.

(c) *Computation of Post-2004 Benefit.* For purposes of clarity, an Executive's Section 409A Grandfathered Benefit shall be paid to the Executive at the same time and in the same form of payment as the Executive's Qualified Plan death benefit is paid. The Executive's Post-2004 Plan Benefit will be calculated as follows:

(i) If the Executive's Post-2004 Plan Benefit is payable at the same time as the benefits described in the first sentence of this Section 5(c), the Executive's total Executive Pension Supplement shall be determined as provided in Section 5(a) or (b) above. The Executive's Post-2004 Benefit shall be equal to the Executive's total Executive Pension Supplement, less the Executive's Section 409A Grandfathered Benefit (but not less than zero).

(ii) If the Executive's Post-2004 Plan Benefit is not paid at the same time as the benefits described in the first sentence of this Section 5(c), the amount payable to the Executive as his Post-2004 Plan Benefit pursuant to this Part B of the Plan shall be equal to the Executive's total Executive Pension Supplement determined as provided in Section 5(a) or (b) above, less the Executive's Section 409A Grandfathered Benefit (but not less than zero), subject to the following additional criteria. Both the Executive's total Executive Pension Supplement and 409A Grandfathered Benefit shall be determined as of the Benefit Commencement Date of the Executive's Post-2004 Plan Benefit, regardless of the actual commencement date of the Executive's said benefits.

Section 6. Death On or After Benefit Commencement Date.

If an Executive dies on or after his Benefit Commencement Date, the following death benefit shall apply:

(1) If the Executive has elected to receive payment of his Post-2004 Plan Benefits in the form of a Life Annuity and he dies on or after his Benefit Commencement Date but before total payments have been made to the Executive that equal the product of (i) 60 multiplied by (ii) the Executive's monthly benefit, the balance of

said total payments will be payable in a single lump sum payment within 90 days after the Executive's date of death.

(2) If the Executive has elected to receive payment of his Post-2004 Plan Benefits in the form of a Joint and Survivor Annuity and both he and his joint annuitant die on or after the Benefit Commencement Date but before total payments have been made to the Executive and/or his joint annuitant that equal the product of (i) 60 multiplied by (ii) the monthly benefit the Participant would have received if he had elected to receive his Post-2004 Plan Benefit in the form of a Life Annuity, the balance of said total payments will be payable to the Executive's Beneficiary in a single lump sum payment within 90 days after the later of the Executive's or his joint annuitant's date of death.

Section 7. Payment of Benefits.

(a) *Time of Payment*.

(i) General. Subject to Subsections (b), (e) and (f) of this Section 7, and except as provided in an Executive's Transition Election, the Post-2004 Plan Benefit payable to an Executive shall commence as of Executive's Benefit Commencement Date, provided that the first payment may be made up to 90 days after the later of (a) the Executive's 55^{th} birthday, and (b) the Executive's Separation from Service. If the first payment is made after the Executive's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment. Except as provided in Subsection 7(b) or an Executive's Transition Election, an Executive shall not have the right to designate the tax year in which such Post-2004 Plan Benefits are payable.

(ii) Special Rule for Separations Prior to January 1, 2009. Subject to Subsections (b), (e) and (f) of this Section 7, and except as provided in an Executive's Transition Election, if an Executive who experienced a Separation from Service prior to January 1, 2009, has not reached age 55 prior to January 1, 2009 and has not commenced the payment of his Plan Benefit prior to January 1, 2009, the Benefit Commencement Date of his Post-2004 Plan Benefit shall be his 55^{th} birthday and the first payment shall be made within 90 days of his Benefit Commencement Date. Subject to Subsections (b), (e) and (f) of this Section 7, and except as provided in an Executive's Transition Election, if an Executive who experienced a Separation from Service prior to January 1, 2009, has not commenced the payment of his Plan Benefit prior to January 1, 2009, but has reached age 55 prior to January 1, 2009, the Benefit Commencement Date of the Post-2004 Plan Benefit payable to such Executive shall be July 1, 2010 and the first payment shall be made within 90 days of his Benefit Commencement Date. If the first payment under this Section 7(a)(ii) is made after the Executive's Benefit Commencement Date, such first payment shall include any monthly payments that were due prior to such first payment.

(b) *Subsequent Payment Election*. An Executive may elect, on a written form (a "Subsequent Payment Election") acceptable to the Committee, to change the time that Post-2004 Plan Benefit payments are to commence pursuant to Subsection (a) of this Section 7, provided that any such election shall comply with the requirements of Treasury Regulations Section 1.409A-2(b). Any Subsequent Payment Election that satisfies the preceding requirements shall be irrevocable when made but may be superseded by one (but not more than one) Subsequent Payment Election that satisfies the requirements set forth above.

(c) *Form of Payment*. The normal form of Post-2004 Plan Benefit payable to an Executive on his Benefit Commencement Date will be a Life Annuity (as described below). In lieu of receiving the Post-2004 Plan Benefit in the normal form, at any time prior to his Benefit Commencement Date, an Executive may elect, on a written form acceptable to the Committee, to receive his or her Post-2004 Plan Benefit in any one of the following forms (the "Optional Forms"), each of which are of Equivalent Actuarially value to the Life Annuity:

(i) <u>Life Annuity</u> – a monthly benefit is paid to the Executive during his or her lifetime with no payment made after the Executive's death.

(ii) <u>Joint and 50% Survivor Annuity Option</u> – an Executive (other than an Executive who is a participant in the WPP) is eligible for a reduced monthly benefit paid to the Executive during his or her lifetime. Following the Executive's death, a joint annuitant selected by the Executive will receive monthly benefits equal to 50% of the monthly benefit that was payable to the Executive for the remainder of the joint annuitant's lifetime.

(iii) <u>Joint and 55% Survivor Annuity Option</u> –an Executive who is a participant in the WPP is eligible for a reduced monthly benefit paid to the Executive during his or her lifetime. Following the Executive's death, a joint annuitant selected by the Executive will receive monthly benefits equal to 55% of the monthly benefit that was payable to the Executive for the remainder of the joint annuitant's lifetime.

(iv) <u>Joint and 75% Survivor Annuity Option</u> – a reduced monthly benefit is paid to the Executive during his or her lifetime. Following the Executive's death, a joint annuitant selected by the Executive will receive monthly benefits equal to 75% of the monthly benefit that was payable to the Executive for the remainder of the joint annuitant's lifetime.

(v) <u>Joint and 100% Survivor Annuity Option</u> – a reduced monthly benefit is paid to the Executive during his or her lifetime. Following the Executive's death, a joint annuitant selected by the Executive will receive monthly benefits equal to 100% of the monthly benefit that was payable to the Executive for the remainder of the joint annuitant's lifetime.

(vi) <u>10-Year Certain Annuity Option</u> – an Executive (other than an Executive who is a participant in the WPP) is eligible for a reduced monthly benefit paid to the Executive during his or her lifetime. If the Executive dies within the first 10 years of payment, the reduced benefit will continue to the Executive's Beneficiary for the remainder of the 10-year term.

(vii) <u>15-Year Certain Annuity Option</u> – an Executive (other than an Executive who is a participant in the WPP) is eligible for a reduced monthly benefit paid to the Executive during his or her lifetime. If the Executive dies within the first 15 years of payment, the reduced benefit will continue to the Executive's Beneficiary for the remainder of the 15-year term.

If an Executive elects an Optional Form that provides for payments to a joint annuitant or Beneficiary, such joint annuitant or Beneficiary shall be designated at the time the Executive elects such Optional Form.

(d) *Small Payment Cash-Out*. Notwithstanding any provision of the Plan to the contrary but subject to Section 7(e), if on an Executive's Benefit Commencement Date, the lump sum Equivalent Actuarial value of the Executive's Post-2004 Plan Benefit and the Executive's post-2004 benefits under any other plans with respect to which deferrals of compensation are treated as having been Deferred under a single nonqualified deferred compensation plan with the Plan under Treasury Regulation Section 1.409A-1(c)(2) (the "Aggregate Benefit") is less than $10,000, the Executive's entire Aggregate Benefit will be paid in such lump sum on the date the Executive's Post-2004 Plan Benefit was otherwise scheduled to commence.

(e) *Delayed Payments for Specified Employees*. Notwithstanding any provision of this Plan to the contrary, if an Executive is a "specified employee," determined pursuant to procedures adopted by the Company in compliance with Code Section 409A, on the date the Executive incurs a Separation from Service and if any portion of the payments or benefits to be received by the Executive upon Separation from Service would constitute a "deferral of compensation" subject to Code Section 409A, then to the extent necessary to comply with Code Section 409A, amounts that would otherwise be payable pursuant to this Plan during the six-month period immediately following the Executive's Separation from Service will instead be paid on the earlier of (i) the first business day of the seventh calendar month after the date of the Executive's Separation from Service, or (ii) the Executive's death. Any benefit payments delayed because of the preceding sentence shall be paid in a lump sum on the date described in the preceding sentence. Any benefit payments that are scheduled to be paid more than six months after such Executive's Separation from Service shall not be delayed and shall be paid in accordance with the schedule prescribed by Subsections (a) and (b) of this Section 7.

(f) *Surviving Spouse Benefit.* If a Post-2004 Plan Benefit is payable to a Surviving Spouse pursuant to Section 5 of the Plan, such Post-2004 Plan Benefit shall be paid to the Surviving Spouse in a single lump sum payment of Equivalent Actuarial value within 90 days after the date of the Executive's death.

Section 8. Plan Costs.

Benefits payable under the Plan and any expenses in connection therewith will be paid by the Company to the extent they are not available to be paid from any trust fund established by the Company to help defray the costs of providing Plan benefits. Any trust fund so established will be owned by the Company and subject to the claims of creditors of the Company.

Section 9. Conditions to Receipt of Executive Pension Supplement.

Payments of benefits under this Plan to Executives are subject to the condition that the recipient shall not engage directly or indirectly in any business which is at the time competitive with any business or part thereof, or activity then conducted by, the Company, any of its subsidiaries or any other corporation, partnership, joint venture or other entity of which the Company directly or indirectly holds a 10% or greater interest (together, the "Extended Company") in the area in which such business, or part thereof, or activity is then being conducted by the Extended Company, unless such condition is specifically waived with respect to such recipient by the Board. Breach of the condition contained in the preceding sentence shall be deemed to occur immediately upon an Executive's engaging in competitive activity. Payments suspended for breach of the condition shall not thereafter be resumed whether or not the Executive terminates the competitive activity. A recipient shall be deemed to be engaged in such a business indirectly if he or she is an employee, officer, director, trustee, agent or partner of, or a consultant or advisor to or for, a person, firm, corporation, association, trust or other entity which is engaged in such a business or if he or she owns, directly or indirectly, in excess of five percent of any such firm, corporation, association, trust or other entity. The ongoing condition of this Section 9 shall not apply to an Executive age 65 or older.

Section 10. Administration.

(a) *Committee.* This Plan shall be administered by the Committee. The Committee shall have the right to make reasonable rules from time to time regarding the Plan; such rules shall be consistent with the policy provided herein. The Committee shall have full and absolute discretion and authority to control and manage the operation and administration of the Plan, and to interpret and apply the terms of the Plan.

(b) *Appointment of Trustee.* The Board may authorize the establishment of one or more trusts and the appointment of a trustee or trustees ("Trustee") to hold any and all assets of the Plan in trust. No amounts shall be transferred to a trust for payments of any amount under this Plan if, pursuant to Section 409A(b)(3)(A) of the Code, such amount would, for purposes of Section 83 of the Code, be treated as property transferred in connection with the performance of services.

(c) *Claims Procedures.*

(i) *Claims for Benefits.* Each person (including any Executive or Surviving Spouse) may file a claim with the Committee for any benefit to which that person believes he is entitled under this Plan, in accordance with procedures established by the Committee.

Generally, the Committee is required to decide each claim within ninety (90) days of the date on which the claim is filed. If special circumstances require a longer period for adjudication, the Committee must notify the claimant in writing of the reasons for an extension of time, and the date by which the Committee will decide the claim, before the ninety (90) day period expires. Extensions beyond ninety (90) days after the expiration of the initial ninety (90) day period are not permitted. If the Committee does not notify the claimant of its decision to grant or deny a claim within the time specified by this Section, the claim will be deemed to have been denied and the appeal procedure described in paragraph (c)(iii) below will become available to the claimant.

(ii) *Notice of Denial.* If the Committee denies a claim for benefits under the Plan, the claimant will receive a written notice that explains: (A) the specific reason for the denial, including specific reference to pertinent Plan provisions on which the denial is based; (B) any additional information or material necessary to perfect a claim, with an explanation of why such material is necessary, if any information would be helpful or appropriate to further consideration of the claim; and (C) the steps to be taken if the claimant wishes to appeal, including the time available for appeal.

(iii) *Appeal of Denied Claims for Benefits.* Claimants must submit a written request appealing the denial of a claim within sixty (60) days after receipt of notice described by paragraph (c)(ii). Claimants may review all pertinent documents, and submit issues and comments in writing. The Committee will provide a full and fair review of all appeals from denial of a claim for benefits, and their decision will be final and binding.

The decision of the Committee ordinarily will be given within sixty (60) days after receipt of a written request for appeal, unless special circumstances require an extension (such as for a hearing). If an extension of time for appeal is necessary, the claimant will receive written notice of the extension before the sixty (60) day period expires. The decision may not be delayed beyond one-hundred twenty (120) days after receipt of the written request for appeal. Notice of the decision on appeal will be provided in writing, and will explain the basis for the decision, including reference to applicable provisions of the Plan, in a manner calculated to be understood by the person who appealed the denial of a claim.

(iv) *Exhaustion of Remedies.* No legal action for benefits under the Plan may be brought unless and until the following steps have occurred: (A) the claimant has submitted a written application for benefits in accordance with paragraph (c)(i); (B) the claimant has been notified that the claim has been denied, as provided by paragraph (c)(ii); (C) the claimant has filed a written request appealing the denial in accordance with paragraph (c)(iii); and (D) the claimant has been notified in writing that the Committee has denied the claimant's appeal, or the Committee has failed to act on the appeal within the time prescribed by paragraph (c)(iii).

(v) *Legal Action for Benefits.* No legal action for benefits under the Plan may be brought more than one year after the time described in paragraph (c)(iv) above.

Section 11. Modification or Termination.

(a) *Right to Amend, Suspend, or Terminate.* The Company reserves the right, at any time and from time to time, without notice, to suspend or terminate the Plan or to amend, in whole or in part, any and all provisions of the Plan, acting as follows:

(i) The Board may suspend the Plan, terminate the Plan, or adopt Plan amendments that amend any and all provisions of the Plan in whole or in part;

(ii) The Compensation Committee of the Board may adopt Plan amendments that amend any and all provisions of the Plan in whole or in part;

(iii) The Committees may adopt Plan amendments that amend any and all provisions of the Plan in whole or in part, provided that no amendments may be adopted by the Committees that would materially change any Plan benefits or materially increase the costs of the Plan; and

(iv) The Committee may adopt Plan amendments that relate solely to the administration of the Plan and do not materially change any Plan benefits or materially increase the costs of the Plan.

Any such change, termination or suspension shall be effective at such time as is specified by the Board, the Compensation Committee, the Committee, or the Committees, as applicable, or, if no such time is so specified, upon the adoption thereof.

(b) *Limitations on Amendment or Termination.* Notwithstanding the above, no such change or termination may adversely affect (i) the benefits of any Executive who retires prior to such change or termination or (ii) the right of any then current Executive to receive upon retirement (or to have a Surviving Spouse or beneficiary receive upon the Executive's death), an Executive Pension Supplement, calculated as of the effective date of such change or termination, under the Plan provided that the Executive meets the following two conditions: (1) at the time of such change or termination the Executive has vested pension benefits under the WPP, the Group W Plan, the Cash Balance Plan, or any applicable defined benefit or Money Purchase Pension Plan of a Designated Entity or Designated Group, and (2) at the date of such change or termination and at the date of actual retirement or death the Executive has occupied, for the then required period next preceding such dates, a position that meets the definition of Executive in Section 2(y) of this Plan as in effect at the date of such change or termination. Notwithstanding anything in the Plan to the contrary, in the event of a termination of the Plan, the Company, in its sole and absolute discretion, shall have the right to change the time and form of distribution of Executives' Post-2004 Plan Benefits, including requiring that the Equivalent Actuarial value of Post-2004 Plan Benefits be immediately distributed in the form of a lump sum payment; provided, however, that no such change in the time or form of payment shall cause the Plan to fail to comply with Section 7(e) above with respect to specified employees, or to fail to comply with the requirements of Code Section 409A.

Section 12. Miscellaneous.

(a) *Limitations on Alienation.* No Executive, former Executive or Surviving Spouse shall have the right to anticipate, alienate, sell, transfer, assign, pledge, encumber, or otherwise subject to lien any of the benefits provided under this Plan. Such rights may not be subject to the debts, contracts, liabilities, engagements or torts of the Executive, former Executive or Surviving Spouse of an Executive.

(b) *Incompetent Beneficiaries.* If, in the opinion of the Company, a person to whom a benefit is payable is unable to care for his or her affairs because of illness, accident or any other reason, any payment due the person, unless prior claim therefore shall have been made by a duly qualified guardian or other duly appointed and qualified representative of such person, may be paid to some member of the person's family, or to some other party who, in the opinion of the Company, has incurred expense for such person. Any such payment shall be a payment for the account of such person, shall be made at the same time and in the same form as such payment would otherwise be made to such person, and shall be a complete discharge of the Company's liability under this Plan.

(c) *No Additional Rights Created.* The Company, in adopting and maintaining this Plan, shall not be held to create or vest in any Executive or any other person any interest, pension or benefits other than the benefits specifically provided herein, or to confer upon any Executive the right to remain in the service of the Company or any Affiliated Entity.

Section 13. Creditors' Claims.

Any assets purchased by the Company to provide benefits under this Plan shall at all times remain subject to the claims of general creditors of the Company and any Executive, former Executive or Surviving Spouse of an Executive participating in the Plan has only an unsecured promise to pay benefits from the Company.

Section 14. Governing Law.

To the extent not preempted by federal law, the laws of the State of New York shall govern the construction and administration of the Plan.

Section 15. Severability.

If any provision of this Plan or the application thereof to any circumstance or person is held to be invalid by a court of competent jurisdiction, the remainder of the Plan and the application of such provision to other circumstances or persons shall not be affected thereby.

Section 16. Authority to Expand Benefits.

The Board or the Compensation Committee of the Board may, from time to time and without notice, by resolution of the Board or of the Compensation Committee of the Board, authorize the payment of new benefits or expand the benefits otherwise payable or to be payable hereunder to any one or more individuals. The Board and the Compensation Committee shall

each have the right to delegate authority to take any action that they may take under this Section 16 of the Plan within such limits as they each may approve from time to time.

Section 17. Code Section 409A.

To the extent applicable, it is intended that Part B of this Plan comply with the provisions of Code Section 409A. References to Code Section 409A shall include any proposed, temporary or final regulation, or any other guidance, promulgated with respect to such section by the U.S. Department of the Treasury or the Internal Revenue Service. This Part B shall be administered and interpreted in a manner consistent with this intent. If any provision of this Part B is susceptible of two interpretations, one of which results in the compliance of the Plan with Code Section 409A and the applicable Treasury Regulations, and one of which does not, then the provision shall be given the interpretation that results in compliance with Code Section 409A and the applicable Treasury Regulations. Notwithstanding the foregoing or any other provision of this Plan to the contrary, neither the Company nor any of its subsidiaries or affiliates shall be deemed to guarantee any particular tax result for any Executive, spouse, or beneficiary with respect to any payments provided hereunder.

APPENDIX A

EXECUTIVE BUY BACK

The Executive Buy Back process permits newly eligible Executives to "buy back" past years of Executive Benefit Service under the Plan for periods of time during which they did not make the Maximum Contribution.

If an Employee did not make the Maximum Contribution during each of the years of his or her Eligibility Service prior to the time he or she first became an Executive, the Employee will be permitted to pay an amount equal to the Maximum Contributions that would have been payable during the ten years prior to the date he or she first became an Executive (or such lesser period from the later of January 1, 1985 or the date the Employee was employed by the Company, an Employer, a Designated Entity or a Designated Group) plus compounded interest on that amount in order to "buy back" his or her non-contributory years of service.

Upon qualifying as an Executive, an Executive will be offered an Executive Buy Back opportunity at the time he or she first becomes an Executive. The actual terms of the Executive Buy Back will be determined from time to time by the Committee. This election will be offered <u>one</u> <u>time</u> to the Executive and his or her decision whether or not to "buy back" will be irrevocable.

Executive Buy Back payments will be made to the Company and will <u>not</u> be deposited into the trust for the CCPP, including the WPP. Any Executive Buy Back payments made by the Executive will <u>not</u> increase the Executive's Qualified Plan Benefit.

If, at some point, an Employee is no longer an Executive or otherwise becomes ineligible to receive an Executive Pension Supplement, any Executive Buy Back payments the Employee has made (including any interest the Employee paid) plus any other amount as defined in the last sentence of Section 2(gg) (the definition of Maximum Contribution) paid by the Employee to the Company will be repaid to the Employee, with interest, in the form of a Life Annuity of Equivalent Actuarial Value at such time as the Employee meets one of the following criteria: Separation from Service from the Company, an Employer, a Designated Entity or a Designated Group; or death; provided however, no refund shall be made if the Employee is an eligible Executive, whether or not the amount of his or her Executive Pension Supplement exceeds zero. All interest rates will be determined at the discretion of the Company.

APPENDIX B

REHIRED EXECUTIVES

This Appendix B shall not apply with respect to any Executive who is rehired after March 31, 1999.

Section 1. Retired Executives Rehired as Executives.

If an Executive who retired from the Company, an Employer, a Designated Entity or a Designated Group and who received or is receiving an Executive Pension Supplement as a lump sum or on a monthly basis is rehired in an Executive position by the Company, an Employer, a Designated Entity or a Designated Group, the following provisions apply:

(a) For an Executive who elected a monthly Executive Pension Supplement, the Plan will:

(i) suspend all Executive Pension Supplement payments; and

(ii) if, but only if, the Executive is Retirement Eligible at the time of subsequent actual retirement:

(1) restore previous years of Eligibility Service and Executive Benefit Service accrued prior to the Executive's retirement; and

(2) recalculate the Executive's Executive Pension Supplement in accordance with the Plan at his or her subsequent actual retirement date as long as the Executive then meets all Plan benefit qualification requirements.

The Executive, having previously met the five years of continuous service as an Executive requirement prior to his or her first retirement, need not again meet that requirement. The Executive's Average Annual Compensation will be computed without regard to the break in service, using zero for any periods during which the Executive was a retiree.

In addition, if the Executive elected to take a lump sum Qualified Plan Benefit with respect to his or her initial retirement, then in any subsequent calculation of the Executive's Executive Pension Supplement, the Executive's Executive Pension Base will be reduced by both the Executive's Qualified Plan Benefit received at the time of the initial retirement and the Executive's Qualified Plan Benefit accrued from the date of rehire through the date of his or her subsequent retirement.

(b) For an Executive who elected a lump sum Executive Pension Supplement and who is Retirement Eligible at the time of subsequent actual retirement, the Plan will:

(i) restore previous years of Eligibility Service but not previous years of Executive Benefit Service; and

(ii) calculate the Executive's additional Executive Pension Supplement at his or her subsequent actual retirement date on the basis of years of service after the rehire in accordance with the Plan as long as the Executive then meets all Plan benefit qualification requirements.

As under Section 1(a) of this Appendix B, the Executive, having previously met the five years of continuous service as an Executive requirement prior to his or her first retirement, need not again meet that requirement. The Executive's Average Annual Compensation will be computed without regard to the break in service, using zero for any periods during which the Executive was a retiree.

In addition, if the Executive elected a monthly Qualified Plan Benefit with respect to his or her initial retirement, then the Executive's Qualified Plan Benefit accrued from the date of rehire through the subsequent date of actual retirement will be subtracted from the Executive's Executive Pension Base in calculating the Executive's additional Executive Pension Supplement at his or her subsequent retirement.

This Section 1 shall apply regardless of whether the individual was an Executive at the time of the prior termination of employment, if such individual was an Executive at the time of rehire.

Section 2. Former Executives with Vested Pensions Rehired as Executives.

If the employment of an Executive of the Company, an Employer, a Designated Entity or a Designated Group who was eligible only for a vested pension under the relevant qualified defined benefit or Money Purchase Plan, if any, was terminated and the Executive is rehired by the Company, an Employer, a Designated Entity or a Designated Group, the following provisions apply:

(i) restore previous years of Eligibility Service and Executive Benefit Service accrued prior to the Executive's termination of employment;

(ii) the Executive must meet the five years of continuous service as an Executive requirement prior to a subsequent actual retirement counting only years of service after the rehire; and

(iii) only base salary and incentive awards earned after the rehire will be used in computing Average Annual Compensation.

In addition, if the Executive elected to take his or her Vested Pension as a lump sum, in any calculation of an Executive Pension Supplement at actual retirement the Executive's Executive Pension Base will be reduced by both the Executive's Qualified Plan Benefit at the time of the initial termination of employment and the Executive's Qualified Plan Benefit accrued from the date of rehire through the date of actual retirement.

This Section 2 shall apply regardless of whether the individual was an Executive at the time of the prior termination of employment, if such individual was an Executive at the time of rehire.

Section 3. Retired Executives Rehired in Non-Executive Positions.

If an Executive who retired from the Company, an Employer, a Designated Entity or a Designated Group and who received or is receiving an Executive Pension Supplement as a lump sum or on a monthly basis is rehired by the Company, an Employer, a Designated Entity or a Designated Group in a non-Executive position, the following provisions apply:

(a) For a former Executive who elected a monthly Executive Pension Supplement, the Plan will:

(i) suspend all Executive Pension Supplement payments; and

(ii) if, but only if, the former Executive is still Retirement Eligible at time of subsequent actual retirement, recommence Executive Pension Supplement payments at the time of the Executive's subsequent actual retirement without recalculation of amount.

At subsequent actual retirement, the former Executive may re-select any form of payment of his or her Executive Pension Supplement then permitted under Part A of the Plan.

(b) For a former Executive who elected to take his or her Executive Pension Supplement as a lump sum, no further benefits will be paid by the Plan.

Section 4. Payment of Benefits.

If an Executive who subject to this Appendix B is entitled to a Post-2004 Plan Benefit, such Post-2004 Plan Benefit shall be subject to the terms of Part B of the Plan. Any portion of the Executive's Executive Pension Supplement that is not a Post-2004 Plan Benefit shall continue to be subject to Part A of the Plan and this Appendix B.

APPENDIX C

AMENDMENT TO THE WESTINGHOUSE EXECUTIVE PENSION PLAN FOR THE SALE OF PGBU

Effective as of the Closing Date of the sale by former CBS Corporation (previously Westinghouse Electric Corporation) of its Power Generation Business ("PGBU" or "Business") to Siemens Power Generation Corporation (the "Purchaser"), the Westinghouse Executive Pension Plan (the "Plan") retains liability, if any, for benefits earned to the Closing Date with respect to employees of PGBU who transfer to the Purchaser and are described as "Business Employees" in Section 5.5(a)(i) of the Asset Purchase Agreement between former CBS Corporation and the Purchaser dated November 14, 1997, as amended (the “Agreement”) and are, pursuant to the Agreement, deemed to be employees of the Purchaser as of the Closing Date (hereinafter known as “PGBU Employees”) subject to the following conditions:

(1) The Plan shall recognize and credit the period of employment with the Purchaser or its Affiliates on and after the Closing Date solely for purposes of calculating eligibility for the payment of benefits; provided that the Plan shall not recognize and credit any period of employment with the Business after the Purchaser and its Affiliates have sold or divested the Business, or a portion thereof (whether by asset or stock sale, merger or spin-off (each a “Disposition”)) with respect to the PGBU Employees who are transferred or terminated in connection with such Disposition.

(2) The executive pension plan established by the Purchaser pursuant to Section 5.5(h)(i) of the Agreement (the “Purchaser Executive Plan”) shall be solely responsible for (and the Plan shall not provide for):

(a) any benefit that becomes payable with respect to PGBU Employees retiring after the Closing Date that is the result of any reduction in force, mass layoff, or plant closing by the Purchaser or its Affiliates (that is, if the benefit would not be payable absent such an event); or

(b) any other early retirement subsidy or supplement that is not described in (1) above.

(3) Average Annual Compensation and Executive Benefit Service under the Plan with respect to PGBU Employees will be determined and frozen as of August 31, 1998, and service by PGBU Employees for Siemens Power Generation Corporation from August 19, 1998 through August 31, 1998 shall be treated as Executive Benefit Service for purposes of the Plan.

(4) The Purchaser and its Affiliates (but not any successor to the Purchaser and its Affiliates as owner of the Business or any part thereof) will be considered a Designated Entity solely for purposes of determining eligibility for payment (including suspension of payment) of benefits.

If any PGBU Employee is entitled to a Post-2004 Plan Benefit, such Post-2004 Plan Benefit shall be subject to the terms of Part B of the Plan. If any PGBU Employee is entitled to an Executive Pension Supplement that is not a Post-2004 Plan Benefit, such Executive Pension Supplement shall continue to be subject to Part A of the Plan.

APPENDIX D

AMENDMENT TO THE WESTINGHOUSE EXECUTIVE PENSION PLAN FOR THE SALE OF ESBU

Effective April 1, 1999, as a result of the sale of former CBS Corporation’s Energy Systems Business (“ESBU”) to WGNH Acquisition, LLC (the “Purchaser”), the Westinghouse Executive Pension Plan (the “Plan”) retains liability, if any, for benefits earned to April l, 1999 with respect to employees of ESBU who transfer to the Purchaser and are described as “Business Employees” in Section 5.5(a)(i) of the Asset Purchase Agreement between former CBS Corporation and the Purchaser Dated as of June 25, 1998, as amended (the “Agreement”) and are, pursuant to the Agreement, deemed to be employees of the Purchaser as of April l, 1999 (hereinafter known as “ESBU Employees”) subject to the following conditions:

(1) The Plan shall recognize and credit the period of employment with the Purchaser or its Affiliates on and after April l, 1999 solely for purposes of calculating eligibility for the payment of benefits; provided that the Plan shall not recognize and credit any period of employment with the Business after the Purchaser and its Affiliates have sold or divested the Business, or a portion thereof (whether by asset or stock sale, merger or spin-off (each a “Disposition”)) with respect to the ESBU Employees who are transferred or terminated in connection with such Disposition.

(2) The executive pension plan established by the Purchaser (or, if none, Purchaser) pursuant to Section 5.5(h)(i) of the Agreement (the “Purchaser Executive Plan”) shall be solely responsible for (and the Plan shall not provide for):

(a) any benefit that becomes payable with respect to ESBU Employees retiring after April 1, 1999 that is the result of any reduction in force, mass layoff, or plant closing by the Purchaser or its Affiliates (that is, if the benefit would not be payable absent such an event); or

(b) any other early retirement subsidy or supplement that is not described in (1) above.

(3) Average Annual Compensation and Executive Benefit Service under the Plan with respect to ESBU Employees will be determined and frozen as of April 1, 1999.

(4) The Purchaser and its Affiliates (but not any successor to the Purchaser and its Affiliates as owner of the Business or any part thereof) will be considered a Designated Entity solely for purposes of determining eligibility for payment (including suspension of payment) of benefits.

If any ESBU Employee is entitled to a Post-2004 Plan Benefit, such Post-2004 Plan Benefit shall be subject to the terms of Part B of the Plan. If any ESBU Employee is entitled to an Executive Pension Supplement that is not a Post-2004 Plan Benefit, such Executive Pension Supplement shall continue to be subject to Part A of the Plan.

Exhibit 10(t)

CBS CORPORATION

MATCHING GIFTS PROGRAM FOR DIRECTORS

1. PURPOSE OF THE PROGRAM

The CBS Corporation Matching Gifts Program for Directors (the "Program") allows each Director (as defined in Paragraph 2) of CBS Corporation (the "Company") to request that the Company match his or her donations to eligible tax-exempt organization(s) (the "Donee(s)"). Director donations will be matched by the Company at the rate of one dollar for each dollar donated up to $7,500 for each fiscal year. The purpose of the Program is to recognize the interest of the Company and its Directors in supporting eligible organizations.

2. ELIGIBILITY

Each member of the Board of Directors of the Company (the "Board") as of December 16, 2008 and any person who joins the Board after that date (in each case, a "Director") shall be eligible to participate in the Program so long as he or she is serving as a Director of the Company, unless and until the Program is terminated in accordance with Paragraph 6.

3. MATCHING DONATION REQUEST

When a Director becomes eligible to participate in the Program, he or she may make a written request to the Company in accordance with such procedures as may be determined by the Administrator (as defined in paragraph 7).

4. DONEES

In order to be eligible to receive a matching donation, a recommended Donee must be, at the time any matching donation is to be made hereunder: (i) recognized under the Internal Revenue Code as a 501(c)(3) public charity; or (ii) an accredited public or non-profit school, school district, college or university to which donations are tax-deductible under the Internal Revenue Code of the United States.

5. FUNDING AND PROGRAM ASSETS

Neither the participating Directors nor their recommended Donee(s) shall have any rights or interests in any assets of the Company identified for such purpose. Nothing contained in the Program shall create, or be deemed to create, a trust, actual or constructive, for the benefit of a Director or any recommended Donee, or shall give, or be deemed to give, any Director or Donee any interest in any assets of the Program or the Company.

6. AMENDMENT OR TERMINATION

The Board may, at any time, amend, suspend, or terminate the Program. However, once a participating Director requests that the Company make a matching donation to a Donee, the Program may not be amended, suspended or terminated with respect to such request,

unless there has been an adverse change in laws or regulations affecting the Program (*e.g.*, reduction or elimination of the tax deductibility of the donation by the Company).

7. ADMINISTRATION

The Program shall be administered by the Office of the Executive Vice President, Planning, Policy and Government Affairs ("Administrator"). The Administrator shall have authority, subject to the provisions of the Program, to prescribe procedures and guidelines relating to the Program.

8. NON-ASSIGNMENT

A Director's rights and interests under the Program may not be assigned or transferred.

9. EFFECTIVE DATE

The Program effective date is December 16, 2008.

CBS CORPORATION AND SUBSIDIARIES
COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES AND RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDEND REQUIREMENTS
(Tabular dollars in millions except ratios)

	Twelve Months Ended December 31,				
	2008	2007	2006	2005	2004
Earnings (loss) from continuing operations before income taxes and equity in earnings (loss) of investee companies	$(12,575.1)	$2,133.0	$2,132.7	$(7,564.4)	$(15,850.2)
Add:					
Distributions from investee companies	5.8	7.7	8.9	9.5	12.6
Interest expense, net of capitalized interest	546.3	570.1	564.5	719.6	693.7
1/3 of rental expense	215.8	193.4	160.9	137.2	123.8
Total Earnings (loss)	$(11,807.2)	$2,904.2	$2,867.0	$(6,698.1)	$(15,020.1)
Fixed charges:					
Interest expense, net of capitalized interest	$546.3	$570.1	$564.5	$719.6	$693.7
1/3 of rental expense	215.8	193.4	160.9	137.2	123.8
Total fixed charges	$762.1	$763.5	$725.4	$856.8	$817.5
Ratio of earnings to fixed charges	Note a	3.8x	4.0x	Note a	Note a

Note:
(a) Earnings are inadequate to cover fixed charges by $12.57 billion in 2008, $7.55 billion in 2005 and $15.84 billion in 2004 due to the non-cash impairment charges of $14.18 billion in 2008, $9.48 billion in 2005 and $18.0 billion in 2004.

Exhibit 21

Subsidiaries of CBS Corporation
(as of February 1, 2009)

DOMESTIC

Subsidiary Name	Place of Incorporation or Organization
13 Investments LLC	Louisiana
13 Productions LLC	Louisiana
13 Radio Corporation	Delaware
90210 Productions, Inc.	California
A.S. Payroll Company, Inc.	California
Aaron Spelling Productions, Inc.	California
Acorn Pipe Line Company	Texas
Acorn Properties, Inc.	Texas
Acorn Trading Company	Texas
Addax Music Co., Inc.	Delaware
Aetrax International Corporation	Delaware
Ages Electronics, Inc.	Delaware
Ages Entertainment Software LLC	Delaware
All is Forgiven Productions (General Partnership)	California
All Media Inc.	Delaware
ALTSIM Inc.	Delaware
Amadea Film Productions, Inc.	Texas
Amazing Race Productions Inc.	Delaware
Anastasia Advertising Art, Inc.	Florida
Antilles Oil Company, Inc.	Puerto Rico
A-R Acquisition Corp.	Delaware
Around the Block Productions, Inc.	Delaware
Aspenfair Music, Inc.	California
Atlanta Television Station WUPA Inc.	Delaware
Atlantic Prospect, Inc.	New York
Audio House, Inc., The	California
Avery Productions LLC	Delaware
BAPP Acquisition Corporation	Delaware
Bay County Energy Systems, Inc.	Delaware
Bay County Resource Management, Inc.	Delaware
Beverlyfax Music, Inc.	California
Big Ticket Music Inc.	Delaware
Big Ticket Pictures Inc.	Delaware
Big Ticket Productions Inc.	Delaware
Big Ticket Television Inc.	Delaware
Blackrock Insurance Corporation	New York
Blue Cow Inc.	Delaware
Bombay Hook LLC	Delaware
Bonneville Wind Corporation	Utah
Branded Productions, Inc.	California
Brotherhood Productions, Inc.	Rhode Island

Subsidiary Name	Place of Incorporation or Organization
Bruin Music Company	Delaware
Bustop Shelters of Nevada, Inc.	Nevada
C&W Land Corporation	New Jersey
C-28 FCC Licensee Subsidiary, LLC	Delaware
Caroline Films Productions, Inc.	California
CBS/CTS Inc.	Delaware
CBS/Westinghouse of PA Inc.	Delaware
CBS (PDI) Distribution Inc.	Delaware
CBS Advertiser Services Inc.	Delaware
CBS Asia Inc.	Delaware
CBS Broadcast International Asia Inc.	New York
CBS Broadcasting Inc.	New York
CBS Broadcasting West Inc.	Delaware
CBS Collegiate Sports Properties Inc.	Delaware
CBS Communications Services Inc.	Delaware
CBS Communications Technology Group Inc.	Delaware
CBS Consumer Products Inc.	Delaware

CBS Corporate Services Inc.	Delaware
CBS CW Network Partner LLC	Delaware
CBS Dallas Media, Inc.	Delaware
CBS Dallas Ventures, Inc.	Texas
CBS DBS Inc.	Delaware
CBS Employee Services Inc.	Delaware
CBS Entertainment Services Inc.	Delaware
CBS Executive Services Corporation	Delaware
CBS Film Funding Company Inc.	Delaware
CBS Films Inc.	Delaware
CBS First Run Development Company	Delaware
CBS First Run Limited	Delaware
CBS Foundation Inc.	New York
CBS General Entertainment Australia Inc.	Delaware
CBS IDA Inc.	Delaware
CBS Interactive Inc.	Delaware
CBS Interactive Media Inc.	Delaware
CBS IRB Acquisition Inc.	Delaware
CBS Japan Inc.	Delaware
CBS K-Band Inc.	Delaware
CBS Leasing LLC	Delaware
CBS Lodge Holdings LLC	Delaware
CBS Mass Media Corporation	Delaware
CBS MaxPreps Inc.	California
CBS Media Realty Corporation	New York
CB Music LLC	Delaware
CBS News Communications Inc.	New York
CBS News Inc.	Delaware
CBS Operations Inc.	Delaware
CBS Operations Investments Inc.	Delaware
CBS Operations Services Inc.	Delaware

Subsidiary Name	**Place of Incorporation or Organization**
CBS Outdoor Group Inc.	Delaware
CBS Outdoor Inc.	Delaware
CBS Outdoor Investments Inc.	Delaware
CBS Outdoor L.A. Inc.	Delaware
CBS Outdoor Mexico Inc.	Delaware
CBS Outdoor Puerto Rico, Inc.	Puerto Rico
CBS Outernet Inc.	Delaware
CBS Overseas Inc.	New York
CBS Overseas Productions Two Inc.	Delaware
CBS Phoenix Inc.	Delaware
CBS Pictures Overseas Inc.	Delaware
CBS PNW Sports Inc.	Delaware
CBS Radio East Holdings Corporation	Delaware
CBS Radio East Inc.	Delaware
CBS Radio Holdings Corp. of Massachusetts	Delaware
CBS Radio Holdings Corp. of Orlando	Delaware
CBS Radio Holdings, Inc.	Virginia
CBS Radio Inc.	Delaware
CBS Radio Inc. of Atlanta	Delaware
CBS Radio Inc. of Baltimore	New York
CBS Radio Inc. of Boston	Delaware
CBS Radio Inc. of Chicago	Delaware
CBS Radio Inc. of Detroit	Delaware
CBS Radio Inc. of Florida	Delaware
CBS Radio Inc. of Glendale	Delaware
CBS Radio Inc. of Illinois	Delaware
CBS Radio Inc. of Los Angeles	Delaware
CBS Radio Inc. of Maryland	Delaware
CBS Radio Inc. of Michigan	Delaware
CBS Radio Inc. of Northern California	Delaware
CBS Radio Inc. of Philadelphia	Delaware
CBS Radio Inc. of Tampa	Delaware
CBS Radio Inc. of Washington	Delaware
CBS Radio Inc. of Washington, D.C.	Delaware
CBS Radio KFRC-AM Inc.	Delaware
CBS Radio KMVQ-FM Inc.	Delaware

CBS Radio Media Corporation	Delaware
CBS Radio Network Inc.	Delaware
CBS Radio of Sacramento Inc.	Pennsylvania
CBS Radio Partner I Inc.	Delaware
CBS Radio Promotions Group Inc.	Delaware
CBS Radio Sales Company	Delaware
CBS Radio Services Inc.	Delaware
CBS Radio Stations Inc.	Delaware
CBS Radio Technical Services Inc.	Delaware
CBS Radio Texas Partner II Inc.	Delaware
CBS Radio Tower Inc.	Delaware
CBS Radio Ventures, Inc.	Delaware

Subsidiary Name	Place of Incorporation or Organization
CBS Radio WLIF, Inc.	Maryland
CBS Radio WLIF-AM, Inc.	Maryland
CBS Radio WPGC(AM) Inc.	Delaware
CBS Receivables Funding II Corporation	Delaware
CBS Receivables Funding III Corporation	Delaware
CBS Records Inc.	Delaware
CBS Retail Stores Inc.	Delaware
CBS–Sac Music Inc.	Delaware
CBS Satellite News Inc.	Delaware
CBS Services Inc.	Delaware
CBS Shopping Inc.	Delaware
CBS Sports Inc.	Delaware
CBS Stations Group of Texas L.P.	Texas
CBS Studios Inc.	Delaware
CBS Studios Networks Inc.	New York
CBS Studios Overseas Productions Inc.	Delaware
CBS Studios Productions LLC	Delaware
CBS Subsidiary Management Corp.	Delaware
CBS Survivor Productions, Inc.	Delaware
CBS Technology Corporation	Delaware
CBS Television Service Inc.	Delaware
CBS Television Stations Inc.	Delaware
CBS Temp Services Inc.	Delaware
CBS Worldwide LLC	Delaware
CBS World Wide Ltd.	New York
CCG Ventures, Inc.	Delaware
Central Fidelity Insurance Company	Vermont
Centurion Satellite Broadcast Inc.	Delaware
Channel 28 Television Station, Inc.	Delaware
Channel 34 Television Station LLC	Delaware
Charter Crude Oil Company	Texas
Charter Futures Trading Company	Texas
Charter International Oil Company	Texas
Charter Media Company	Delaware
Charter Oil Company	Florida
Charter Oil Services, Inc.	Texas
Chazo Productions Inc.	Delaware
Classless Inc.	Delaware
CNET Investments, Inc.	Delaware
Columbia Television, Inc.	New York
Comanche Moon Productions Inc.	New Mexico
Commissioner.com, Inc.	New York
Compelling Music LLC	California
Consolidated Caguas Corporation	Delaware
Cross Step Productions Inc.	Delaware
CSTV Networks, Inc.	Delaware
CSTV Online, Inc.	Delaware
CSTV Regional, LLC	Delaware

Subsidiary Name	Place of Incorporation or Organization
CSTV-A, LLC	Delaware
CSTV-B, LLC	Delaware

Delaware Resource Beneficiary, Inc.	Delaware
Delaware Resource Lessee Trust	Delaware
Delaware Resource Management, Inc.	Delaware
Design-Graphics, Inc.	Florida
Desilu Productions Inc.	Delaware
Detroit Television Station WKBD Inc.	Virginia
Dotspotter Inc.	Delaware
Dutchess Resource Management, Inc.	Delaware
Dynamic Soap, Inc.	California
Eagle Direct, Inc.	Delaware
Elite Productions Inc.	Delaware
Elysium Productions Inc.	Delaware
Energy Development Associates Inc.	Delaware
EPI Music LLC	California
Erica Film Productions, Inc.	California
ET Asia Entertainment Group LLC	Delaware
ET Media Group Inc.	Delaware
Evergreen Programs LLC	New York
EWB Corporation	Delaware
Eye Explorations Inc.	Delaware
Eye Net Works Inc.	Delaware
Eye Productions Inc.	Delaware
Fifty-Sixth Century Antrim Iron Company, Inc.	Delaware
Film Intex Corporation	Delaware
First Hotel Investment Corporation	Delaware
Forty-Fourth Century Corporation	Delaware
Four Crowns, Inc.	Delaware
French Street Management LLC	Delaware
Front Street Management Inc.	Delaware
G&W Leasing Company	Delaware
G&W Natural Resources Company, Inc.	Delaware
Games Exchange Inc.	Delaware
Gateway Fleet Company	Pennsylvania
Glendale Property Corp.	Delaware
Glory Productions Inc.	Delaware
Gloucester Titanium Company, Inc.	Delaware
GNS Productions Inc.	Delaware
GolfWeb	California
Gorgen, Inc.	California
Grammar Productions Inc.	Delaware
Granite Productions Inc.	California
Green Tiger Press, Inc.	California
Group W Television Stations, L.P.	Delaware
Gulf & Western Indonesia, Inc.	Delaware
H.R. Acquisition Corp.	Delaware

Subsidiary Name	**Place of Incorporation or Organization**
Hamilton Projects, Inc.	New York
Hemisphere Broadcasting Corporation	Delaware
Hit Radio, Inc.	New York
Image Edit, Inc.	Delaware
IMR Acquisition Corp.	Delaware
Independent Petrochemical Corporation	Ohio
INFCO Network Inc.	Delaware
Inside Edition Inc.	New York
Interstitial Programs Inc.	Delaware
Irvine Games Inc.	Delaware
Irvine Games USA Inc.	Delaware
Jumbo Ticket Songs Inc.	Delaware
Just U Productions, Inc.	California
K.W. M., Inc.	Delaware
Katled Systems Inc.	Delaware
Kilo Mining Corporation	Pennsylvania
King World Corporation	Delaware
King World Development Inc.	California
King World Direct Inc.	Delaware
King World Media Sales Inc.	Delaware
King World Merchandising, Inc.	Delaware
King World Productions, Inc.	Delaware

King World Studios West Inc.	California
King World/CC Inc.	New York
Kristina Productions Inc.	Delaware
KUTV Holdings, Inc.	Delaware
KW Development Inc.	California
KWP/RR Inc.	New York
KWP Studios Inc.	California
KWTS Productions Inc.	California
Large Ticket Songs Inc.	Delaware
Laurel Entertainment LLC	Delaware
Levitt Property Managers, Inc.	California
Liliana Productions Inc.	Delaware
Los Angeles Television Station KCAL LLC	Delaware
Low Key Productions Inc.	Delaware
LT Holdings Inc.	Delaware
Magic Molehill Productions, Inc.	California
Maarten Investerings Partnership	New York
Matlock Company, The	Delaware
Mattalex LLC	Delaware
Melrose Productions LLC	California
Meredith Productions LLC	Delaware
Merlot Film Productions, Inc.	California
Merritt Inc.	Delaware
Miami Television Station WBFS Inc.	Delaware
MVP.com Sports, Inc.	Delaware
Narrabeen Productions Inc.	Delaware

Subsidiary Name	Place of Incorporation or Organization
New Jersey Zinc Exploration Company, The	Delaware
New York Subways Advertising Co., Inc.	Arizona
Nicki Film Productions, Inc.	Delaware
North Shore Productions Inc.	Delaware
NTA Films, Inc.	New York
O Good Songs Company	California
O’Connor Combustor Corporation	California
OM/TV Productions Inc.	Delaware
On Broadband Networks LLC	Delaware
Orange Ball Networks Subsidiary PRC, Inc.	Delaware
OurChart.com LLC	Delaware
Our Home Productions Inc.	Delaware
Outdoor Management Network, Inc.	California
Outdoor Systems Electrical Corp.	New York
Outdoor TDI LLC	Delaware
Outlet Networks Inc.	Delaware
Paramount Parks Global Services Inc.	Delaware
Part-Time Productions Inc.	Delaware
PCCGW Company, Inc.	Delaware
PCI Canada Inc.	Delaware
PCI Network Partner II Inc.	Delaware
PCI Network Partner Inc.	Delaware
Permutation Productions Inc.	Delaware
Philadelphia Television Station WPSG Inc.	Delaware
Pittsburgh Television Station WPCW Inc.	Delaware
PMV Productions, Inc.	Delaware
Possible Productions Inc.	Delaware
Possum Point Incorporated	Delaware
Pottle Productions, Inc.	California
Preye, Inc.	California
Proxy Music LLC	California
PSG of PHA Inc.	Virginia
Quemahoning Coal Processing Company	Pennsylvania
Radford Studio Center Inc.	California
Raquel Productions Inc.	Delaware
Raven Media LLC	Delaware
Real TV Music Inc.	Delaware
Recovery Productions LLC	Delaware
Recovery Ventures Inc.	Delaware
Republic Distribution LLC	Delaware
Republic Entertainment LLC	Delaware

Republic Pictures Enterprises LLC	Delaware
Republic Pictures Productions LLC	California
RH Productions Inc.	California
RTV News Inc.	Delaware
RTV News Music Inc.	Delaware
Sacramento Television Stations Inc.	Delaware
Salm Enterprises, Inc.	California

Subsidiary Name	Place of Incorporation or Organization
San Francisco Television Station KBCW Inc.	Virginia
Saucon Valley Iron and Railroad Company, The	Pennsylvania
SBX Acquisition Corp.	Delaware
Scott-Mattson Farms, Inc.	Florida
SDI Raven LLC	Delaware
SEG Equity Holdings, Inc.	Delaware
Ship House, Inc.	Florida
SHOtunes Music LLC	Delaware
Show Works Productions Inc.	Delaware
Showtime Live Entertainment Inc.	Delaware
Showtime Marketing Inc.	Delaware
Showtime Networks Inc.	Delaware
Showtime Networks Inc. (U.K.)	Delaware
Showtime Networks Satellite Programming Company	Delaware
Showtime Online Inc.	Delaware
Showtime Pictures Development Company	Delaware
Showtime Satellite Networks Inc.	Delaware
Showtime Songs Inc.	Delaware
Showtime/Sundance Holding Company Inc.	Delaware
SIFO One Inc.	Delaware
SIFO Two Inc.	Delaware
Simon & Schuster Global Services Inc.	Delaware
Simon & Schuster International Inc.	Delaware
Simon & Schuster, Inc.	Delaware
SNI/SI Networks LLC	Delaware
Soapmusic Company	Delaware
Solar Service Company	Delaware
SongFair Inc.	Delaware
Spelling Daytime Songs Inc.	Delaware
Spelling Daytime Television Inc.	Delaware
Spelling Entertainment Group LLC	Delaware
Spelling Entertainment LLC	Delaware
Spelling Satellite Networks Inc.	Delaware
Spelling Television Inc.	Delaware
SportsLine.com, Inc.	Delaware
St. Johns Realty Investors	Delaware
Starfish Productions Inc.	Delaware
Stargate Acquisition Corp.	Delaware
Stargate Acquisition Corp. One	Delaware
Stat Crew Software, Inc.	Ohio
Stranglehold Productions, Inc.	Delaware
Sunset Beach Productions, Inc.	Delaware
Survivor Productions, LLC	Delaware
T&R Payroll Company	Delaware
Taylor Forge Memphis, Inc.	Delaware
TDI Northwest, Inc.	Delaware
TDI Worldwide, Inc.	Delaware
TDI Worldwide Investments Inc.	Delaware

Subsidiary Name	Place of Incorporation or Organization
Television Station KTXA L.P.	Delaware
Television Station WBXN LLC	Delaware
Television Station WTCN LLC	Delaware
Television Station WWHB LLC	Delaware
Television Stations Group Partner I Inc.	Delaware
Television Stations Group Partner II LLC	Delaware
Texas CBS Radio Broadcasting L.P.	Delaware
Thaxton Management, LLC	Delaware

The CW Television Stations Inc.	Delaware
They Productions Inc.	Delaware
Things of the Wild Songs Inc.	Delaware
Third Century Company	Delaware
Thirteenth Century Corporation	Delaware
Thirtieth Century Corporation	Delaware
Timber Purchase Company	Delaware
Toe-to-Toe Productions Inc.	Delaware
Torand Payroll Company	Delaware
Torand Productions Inc.	Delaware
Total Warehouse Services Corporation	Delaware
Trans-American Resources, Inc.	Delaware
Transportation Displays Inc.	Delaware
TSM Services Inc.	Delaware
Tube Mill, Inc.	Delaware
TV Scoop Inc.	Delaware
UCGI, Inc.	Delaware
Universal American Corporation	Delaware
UPN (general partnership)	Delaware
UPN Holding Company, Inc.	Delaware
UPN Properties, Inc.	Delaware
Ureal Productions Inc.	Delaware
VE Development Company	Delaware
VE Drive Inc.	Delaware
VE Television Inc.	Delaware
VI Services Corporation	Delaware
VISI Services Inc.	Delaware
Visions Productions, Inc.	New York
VJK Inc.	Delaware
VNM Inc.	Delaware
VP Direct Inc.	Delaware
VPix Inc.	Delaware
VP Programs Inc.	California
VSC Compositions LLC	New York
VSC Music LLC	New York
Waste Resource Energy, Inc.	Delaware
WBCE Corp.	New York
WCC FSC I, Inc.	Delaware
WCC Project Corp.	Delaware

Subsidiary Name	Place of Incorporation or Organization
Westinghouse Aircraft Leasing Inc.	Delaware
Westinghouse Asset Management Inc.	Delaware
Westinghouse Canada Holdings L.L.C.	Delaware
Westinghouse CBS Holding Company, Inc.	Delaware
Westinghouse Electric Corporation	Delaware
Westinghouse Environmental Management Company of Ohio, Inc.	Delaware
Westinghouse Hanford Company	Delaware
Westinghouse Holdings Corporation	Delaware
Westinghouse Idaho Nuclear Company, Inc.	Delaware
Westinghouse Investment Corporation	Delaware
Westinghouse Licensing Corporation	Pennsylvania
Westinghouse Reinvestment Company, LLC	Delaware
Westinghouse World Investment Corporation	Delaware
W-F Productions, Inc.	Delaware
Wilshire Entertainment Inc.	Delaware
Wilshire/Hauser Company	Delaware
Wilson-Curtis, Inc.	Missouri
World Volleyball League, Inc.	New York
Worldvision Enterprises LLC	New York
Worldvision Enterprises (United Kingdom) Ltd.	New York
Worldvision Enterprises of Canada, Limited	New York
Worldvision Home Video LLC	New York
WPIC Corporation	Delaware
WT Animal Music Inc.	Delaware
WT Productions Inc.	Delaware
York Resource Energy Systems, Inc.	Delaware
Young Reader’s Press, Inc.	Delaware

INTERNATIONAL

Subsidiary Name	Place of Incorporation
14 Hours Productions Inc.	Canada (Ontario)
4400 Productions Inc.	Canada (B.C.)
1554994 Ontario Inc.	Canada (Ontario)
559733 British Columbia Ltd.	Canada (B.C.)
ABC Outdoor Limited	Northern Ireland
Abaco Farms Limited	Bahamas
Agency Films Inc.	Canada (Ontario)
Aliens in America Productions Inc.	Canada (Ontario)
Amanda Productions Inc.	Canada (Ontario)
Audioscrobbler Limited	United Kingdom
Bahamas Underwriters Services Limited	Bahamas
Butterick Road Productions Inc.	Canada (Ontario)
Cania Productions Inc.	Canada (Ontario)
Cayman Overseas Reinsurance Association	Cayman Islands
CBS-CSI International B.V.	Netherlands
CBS Broadcast International B.V.	Netherlands
CBS Broadcast-Kingworld (Bermuda) Ltd.	Bermuda
CBS Broadcast International of Canada Ltd.	Canada (Ontario)
CBS Broadcast Services Limited	United Kingdom
CBS Canada Co.	Canada (Nova Scotia)
CBS Canada Holdings Co.	Canada (Nova Scotia)
CBS Canadian Film and Television Inc.	Canada (Ontario)
CBS-CSI Distribution (Bermuda) Ltd.	Bermuda
CBS Enterprises (UK) Limited	United Kingdom
CBS Finance (Bermuda) Ltd.	Bermuda
CBS Holdings (Bermuda) 2 Ltd.	Bermuda
CBS Holding (Germany) B.V.	Netherlands
CBS Holdings (Germany) II B.V.	Netherlands
CBS Holdings (Netherlands) B.V.	Netherlands
CBS Holdings (UK) Limited	United Kingdom
CBS Interactive GmbH	Germany
CBS Interactive Limited	United Kingdom
CBS Interactive Pte Ltd.	Singapore
CBS Interactive Pty. Ltd.	Australia
CBS Interactive SAS	France
CBS International Australia Pty Limited	Australia
CBS International (Netherlands) B.V.	Netherlands
CBS International Holdings B.V.	Netherlands
CBS International Television (UK) Limited	United Kingdom
CBS International Television Australia Pty Limited	Australia
CBS International Television Italia Srl	Italy
CBS Leasing (Bermuda) Ltd.	Bermuda
CBS Middle East Holdings VOF	Netherlands Antilles
CBS Outdoor (Beijing) Ltd.	China

Subsidiary Name	Place of Incorporation
CBS Outdoor (Hong Kong) Limited	China
CBS Outdoor JC Decaux Street Furniture Canada Ltd.	Canada (Federal)
CBS Outdoor B.V.	Netherlands
CBS Outdoor SA	France
CBS Outdoor srl	Italy
CBS Outdoor Holding srl	Italy
CBS Outdoor Leasing (UK) Ltd.	United Kingdom
CBS Outdoor Limited	United Kingdom
CBS Outdoor Limited(IRE)	Ireland
CBS Outdoor Sicilia srl	Italy
CBS Outdoor Spain S.A.	Spain
CBS S AG	Switzerland
CBS Pimco UK	United Kingdom
CBS Showtime (Bermuda) Ltd.	Bermuda
CBS Studios (Bermuda) Ltd.	Bermuda
CBS TeleNoticias do Brasil Ltda. (in liquidation)	Brazil
CBS UK	United Kingdom

CBS UK Group (2007) Ltd.	Cayman Islands
CBS Worldvision (Bermuda) Ltd.	Bermuda
CBS Worldwide Ltd.	Bermuda
Channel Community Networks Corporation	Canada
Channel Services SA	Switzerland
Charter Oil (Bahamas) Limited	Bahamas
Charter Oil Specialties Limited	Bahamas
Chuanmei (Shanghai) Information Technology (Shanghai) Co., Ltd.	China
Cinema Dominicana S.A.	Dominican Republic
Climate Productions Inc.	Canada (Ontario)
CNET (Beijing) Information Technology Co., Ltd.	China
CNET Networks Japan K.K.	Japan
CNET Media Solutions K.K.	Japan
CN Pilot Productions Inc.	Canada (Ontario)
Columbia Broadcasting Systems Limited	Cyprus
Columbia Broadcasting Systems 2 Limited	Cyprus
Compania Meca Sociedad Anonima Industrial y Comercial	Argentina
Danger Productions Inc.	Canada (Ontario)
DC Films Inc.	Canada (B.C.)
Defenders Productions Inc.	Canada (Ontario)
dFactory Sarl	Switzerland
Empresa de Paineis e Participacoes Ltda	Brazil
Famous Players Investments B.V.	Netherlands
GFB Productions Inc.	Canada (Ontario)
Go Outdoor Systems Holdings S.A.S.	France
Grand Bahamas Petroleum Company Limited	Bahamas
Grande Alliance Co. Ltd.	Cayman Islands
Gravity Productions Inc.	Canada (B.C.)

Subsidiary Name	**Place of Incorporation**
GS Films Inc.	Canada (Ontario)
Gulf & Western do Brazil Industria e Comercio Limitada (in liquidation)	Brazil
Gulf & Western International N.V.	Netherlands Antilles
Gulf & Western Limited	Bahamas
Harpers Island Productions Inc.	Canada (B.C.)
HAVECO Limited	Ireland
Heres S.A.	Chile
Heres Uruguay S.A.	Uruguay
Inprime Investments Limited	British Virgin Islands
International Outdoor Advertising Holdings Company	Cayman Islands
International Raw Materials Limited	Bahamas
Intersales B.V.	Netherlands
IOAHC Investments Company	Cayman Islands
IOAHC Investments Uruguay Company	Cayman Islands
IOAHC Prolix Company	Cayman Islands
Jake Productions Inc.	Canada (B.C.)
Jericho Productions Inc.	Canada (Alberta)
Justice Productions Inc.	Canada (Ontario)
L23 Productions Inc.	Canada (Ontario)
Last.FM Acquisition Limited	United Kingdom
Last.FM GmbH	Germany
Last.FM Limited	United Kingdom
Last.FM Japan GK	Japan
LDI Limited	United Kingdom
Level Nine Productions Inc.	Canada B.C.
List Productions Inc.	Canada (Ontario)
LS Productions Inc.	Canada (Ontario)
LY Productions Inc.	Canada (B.C.)
Mars Film Produzione S.P.A. (in liquidation)	Italy
Maxi Crown B.V.	Netherlands
Mayday Productions Inc.	Canada (Ontario)
Metro Poster Advertising Ltd.	Ireland
Metrobus Advertising Limited	United Kingdom
Mobi Espace SARL	France
New Coral Ltd.	Cayman Islands
New Providence Assurance Company Limited	Bahamas
Number One FSC Ltd.	US Virgin Islands
Outdoor Images Limited	United Kingdom
Overseas Services B.V.	Netherlands

Paramount Parks International B.V.	Netherlands
PC Home Cayman Ltd.	Cayman Islands
Peak FSC, Ltd.	Bermuda
Platinum Television Productions Inc.	Canada (Ontraio)
Pocket Books of Canada, Ltd.	Canada (Federal)
Prolix Midia Aeroportuaria Ltda	Brazil
Prospect Company Ltd.	Cayman Islands

Subsidiary Name	**Place of Incorporation**
PTC Holdings C.V.	Netherlands
Publibus S.A.	Uruguay
Publishing FSC Ltd.	US Virgin Islands
R.G.L. Realty Limited	United Kingdom
Raianna Productions Inc.	Canada (Federal)
Republic Pictures Corporation of Canada Ltd.	Canada (Ontario)
Ripple Vale Holdings Limited	British Virgin Islands
Roadshow Advertising	Ireland
Sagia Productions Inc.	Canada (Ontario)
Season Four Sentinel Productions Inc.	Canada (B.C.)
Season Three Viper Productions Inc.	Canada (B.C.)
Season Two CI Productions Inc.	Canada (Federal)
Sentinel Productions Inc.	Canada (Ontario)
Servicios Administrativos America S. de RL de CV	Mexico
SF Films Inc.	Canada (Ontario)
Showtime Distribution B.V.	Netherlands
Showtime UK Holdings Limited	United Kingdom
Signways Holdings Limited (in liquidation process)	Ireland
Simon & Schuster (Australia) Pty. Limited	Australia
Simon & Schuster (UK) Limited	UK
Simon & Schuster of Canada (1976) Ltd.	Canada (Federal)
Sistema Prolix de Comunicacao Visual S.A.	Brazil
Sky Blue Investments Limited	Jersey
Spelling Television (Canada) Inc.	Canada (Ontario)
Spelling Television Quebec Inc.	Canada (Federal)
Split Decision Productions Inc.	Canada (B.C.)
SportsLine Europe Limited	United Kingdom
SportsLine UK Limited	United Kingdom
St. Francis Ltd.	Cayman Islands
St. Ives Company Ltd.	Cayman Islands
Streak Productions Inc.	Canada (Ontario)
SU 2 Productions Inc.	Canada (Federal)
TB Productions Inc.	Canada (Ontario)
TDI (BP) Limited	United Kingdom
TDI (FB) Limited	United Kingdom
TDI Buses Limited	United Kingdom
TDI France Holding SAS	France
TDI Holdings	United Kingdom
TDI Mail Holdings Limited	United Kingdom
TDI Transit Advertising Limited	United Kingdom
Tech Midia Publicidade e Comunicacao S.A.	Brazil
Techmidia Publicidade Exterior S.A.	Brazil
Tele-Vu Ltee.	Canada (Federal)
TMI International B.V.	Netherlands
Tower Films Inc.	Canada (Ontario)
Two of Us Films Inc.	Canada (Ontario)

Subsidiary Name	**Place of Incorporation**
Ultra Productions Inc.	Canada (Ontario)
VBC Pilot Productions Inc.	Canada (B.C.)
Vendor Publicidad Exterior S de RL de CV	Mexico
Viper Productions Inc.	Canada (B.C.)
Westinghouse Corporate Resources	United Kingdom
Westinghouse Electric Europe Coordination Center SA	Belgium
Westinghouse GmbH	Switzerland
Winning Productions Inc.	Canada (Ontario)
Woburn Insurance Ltd.	Bermuda

Worldvision Enterprises, GmbH (in liquidation)	Germany
Worldvision Enterprises (France) SARL	France
Worldvision Enterprises de Venezuela	Venezuela
Worldvision Enterprises of Australia, Pty., Ltd	Australia
Worldvision Enterprises Latino-Americana, S.A.	Panama
Worldvision Filmes do Brasil Ltd.	Brazil
Worldvision Foreign Sales Corporation	US Virgin Islands
WVI Films B.V.	Netherlands
YP Productions Inc.	Canada (Ontario)

Exhibit 23(a)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Forms S-3 (No. 333-152341 and No. 333-154962) and Forms S-8 (No. 333-139248, No. 333-131257, No. 333-124172, No. 333-34125, No. 333-36440, No. 333-55346, No. 333-75752, No. 333-82422, No. 333-88613, No. 333-108105, No. 333-50452 and No. 333-152342) of CBS Corporation of our report dated February 25, 2009 relating to the consolidated financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

New York, New York

February 25, 2009

EXHIBIT 24

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the “Company”), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ DAVID R. ANDELMAN
David R. Andelman

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the “Company”), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ JOSEPH A. CALIFANO, JR.
Joseph A. Califano, Jr.

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ WILLIAM S. COHEN
William S. Cohen

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ GARY L. COUNTRYMAN
Gary L. Countryman

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ CHARLES K. GIFFORD
Charles K. Gifford

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ LEONARD GOLDBERG
Leonard Goldberg

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ BRUCE S. GORDON
Bruce S. Gordon

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the "Company"), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for her and in her name, place and stead, in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ LINDA M. GRIEGO
Linda M. Griego

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the "Company"), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ ARNOLD KOPELSON
Arnold Kopelson

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the "Company"), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ DOUG MORRIS
Doug Morris

CBS CORPORATION

Power of Attorney

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IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ SHARI REDSTONE
Shari Redstone

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the "Company"), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ SUMNER M. REDSTONE
Sumner M. Redstone

CBS CORPORATION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that the undersigned director of CBS CORPORATION, a Delaware corporation (the "Company"), hereby constitutes and appoints each of Louis J. Briskman and Angeline C. Straka, severally and not jointly, to be his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 (and any amendments thereto); granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this 25th day of February, 2009.

/s/ FREDERIC V. SALERNO
Frederic V. Salerno

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Exhibit 31(a)

CERTIFICATION

I, Leslie Moonves, certify that:

1. I have reviewed this annual report on Form 10-K of CBS Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2009

/s/ LESLIE MOONVES

Leslie Moonves
President and Chief Executive Officer

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CERTIFICATION

Exhibit 31(b)

CERTIFICATION

I, Fredric G. Reynolds, certify that:

1. I have reviewed this annual report on Form 10-K of CBS Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2009

/s/ FREDRIC G. REYNOLDS

Fredric G. Reynolds
Executive Vice President and
Chief Financial Officer

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CERTIFICATION

Exhibit 32(a)

Certification Pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of CBS Corporation (the "Company") on Form 10-K for the year ending December 31, 2008 as filed with the Securities and Exchange Commission (the "Report"), I, Leslie Moonves, President and Chief Executive Officer of the Company, certify that to my knowledge:

1. the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ LESLIE MOONVES

Leslie Moonves
February 25, 2009

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Exhibit 32(b)

Certification Pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Annual Report of CBS Corporation (the "Company") on Form 10-K for the year ending December 31, 2008 as filed with the Securities and Exchange Commission (the "Report"), I, Fredric G. Reynolds, Chief Financial Officer of the Company, certify that to my knowledge:

1. the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ FREDRIC G. REYNOLDS

Fredric G. Reynolds
February 25, 2009

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