

TIME BROKERAGE AGREEMENT

By and Between

NEXSTAR BROADCASTING, INC.

and

HUNTSVILLE TV, LLC

July 15, 2018

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TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this “Agreement”) is entered into as of July 15, 2018, by and among Huntsville TV, LLC (“Owner”) and Nexstar Broadcasting, Inc. (“Broker”).

WHEREAS, Owner is the owner and operator of television broadcast station WHDF, Florence, Alabama (“Station”) pursuant to authorizations, permits and licenses issued by the Federal Communications Commission (“FCC”);

WHEREAS, the parties hereto have carefully considered the Communications Act of 1934, as amended (the “Communications Act”), and the FCC's rules and published policies adopted pursuant thereto (collectively with the Communications Act, the “Communications Laws”), and intend that this Agreement in all respects comply with said Communications Laws;

WHEREAS, Owner desires to enter into this Agreement to provide a regular source of diverse programming and income to sustain the operations of the Station;

WHEREAS, Broker desires to provide an over-the-air program service to the Huntsville-Decatur (Florence) Designated Market Area using the facilities and personnel of the Station;

WHEREAS, Owner agrees to provide time on the Station exclusively to Broker on terms and conditions that conform to policies of Owner and the FCC for time brokerage arrangements and that are as set forth herein;

WHEREAS, Broker agrees to provide broadcast programming of Broker’s selection that conforms with the policies of Owner and with the Communications Laws, and as set forth herein;

WHEREAS, Owner maintains, and will continue to maintain during the term of this Agreement, ultimate control over the Station’s facilities including control over the Station’s finances and programming and Owner’s personnel;

WHEREAS, Owner and Broker have entered into an Asset Purchase Agreement on the date hereof (the “Purchase Agreement”) pursuant to which Broker will, subject to FCC Consent and certain other terms and conditions, purchase substantially all of the assets of the Station in a two-step closing process as more fully described therein; and

WHEREAS, all capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which Owner and Broker hereby acknowledge, Owner and Broker, intending to be bound legally, hereby agree as follows:

1. Overall Purpose and Term.

(a) In accordance with the terms and subject to the limitations set forth herein: (i) Broker will provide programming to Owner for the Station, promote the Station and its programming, sell commercial and other time on the Station and bill for and collect the payments for time sales on the Station; and (ii) Owner will maintain the Station's transmitting and microwave relay facilities, and make such facilities available to Broker, to the extent provided by assets and properties included in the Second Closing Assets, for the purposes described herein. Subject to the terms of this Agreement, each party hereby warrants and covenants that it will fulfill said obligations, and their other obligations specified herein, to the fullest extent permitted by law (including the Communications Laws) in a diligent, reasonable manner.

(b) Broker will begin its time brokerage activities pursuant to this Agreement at 12:01 A.M. Eastern Time on the Initial Closing Date, and such date is referred to in this Agreement as the "Commencement Date." The term of this Agreement will be the period from the Commencement Date until the earlier of (i) the Second Closing or (ii) the termination of this Agreement pursuant to the terms hereof (the "Term").

2. Station Facilities.

(a) During the Term, Owner will make the Station's television broadcasting transmission facilities, to the extent included in the Second Closing Assets, available to Broker for broadcast on the Station programs selected by Broker and advertising/commercial announcements sold by Broker in accordance with the terms and conditions hereof, which may originate from the Station's studio, Broker's studio or from other sources contracted for by Broker. In addition, Owner will make available to Broker, at no additional cost, during the Term, exclusive use (other than Owner's own use for the Station pursuant to this Agreement and to the extent used exclusively by Owner for the Station prior to the Commencement Date) of all of Owner's studio and production facilities and other assets, for Broker's use in its activities pursuant to this Agreement. To the extent assets or facilities used in the operation of the Station are included in the Initial Closing Assets, Broker will make such assets available to Owner for the broadcast of programming by Owner pursuant to Section 9 and 10 hereof.

(b) During the Term, for so long as requested by Broker, Owner will provide the services set forth on Schedule 1 attached hereto (each a "Service") which Owner currently provides to the Station to Broker for the fees specified with respect to each Service. Owner will provide such Services at substantially the same level of service, and with the same degree of care, which Owner has provided the Services prior to the Commencement Date. Owner agrees that Broker may terminate any Service upon two weeks written notice to Owner, and all fees will be prorated for any partial month.

3. Revenue. Broker will be entitled to all revenues resulting from the sale of advertising and other time on the Station during the Term, including, without limitation, all revenue from the sale of advertising and other time during Owner's public service programming or other programming provided by Owner pursuant to Sections 9 and 10 herein, or otherwise resulting from the operation of the Station during the Term.

4. Compensation. As consideration for Owner permitting Broker to broadcast Broker's programming on the Station pursuant to the terms of this Agreement, Broker will pay to

Owner the amounts described on Exhibit A. The parties also acknowledge that a portion of the Initial Purchase Price paid pursuant to the Purchase Agreement was consideration for Owner permitting Broker to broadcast Broker's programming on the Station pursuant to the terms of this Agreement.

5. Responsibilities.

(a) Broker's Responsibilities.

- (i) Broker will employ and be responsible for paying the salaries, commissions, payroll taxes, insurance and all other related costs for employees of Broker engaged in Broker's time brokerage activities under this Agreement.
- (ii) Broker will utilize Broker's employees and Owner's employees (subject to the terms and conditions herein) to operate and maintain Owner's studio, production and master control facilities and to acquire, compile, produce, broadcast and sell the Station's programming and commercial messages.
- (iii) Prior to the Initial Closing Date or Second Closing Date, as applicable to each of the Purchased Contracts and Real Property Leases, in performing its obligations under this Agreement, Broker will use its commercially reasonable best efforts to adhere to and fulfill all terms, conditions and obligations under all Purchased Contracts and Real Property Leases.

(b) Owner's Responsibilities. Owner will employ and be responsible for paying the salaries, commissions, payroll taxes, insurance and all other related costs of the Station Employees, if any as of the Commencement Date. Owner will be responsible for overseeing all operational aspects of the Station. Owner will be responsible for payment of all (A) lease obligations in connection with property leased to Owner to the extent such lease has not been assigned to and assumed by Broker pursuant to the Purchase Agreement, (B) utility bills for utility services at the Station's main studio/office locations and its tower/transmitter sites to the extent the main studio/office locations and tower/transmitter sites have not been conveyed to Broker pursuant to the Purchase Agreement, (C) telephone system maintenance costs and local exchange and long distance telephone service costs for Owner's telephone systems and usage at the Station's main studio/office locations and at the Station's tower/transmitter sites to the extent the main studio/office locations and tower/transmitter sites have not been conveyed to Broker pursuant to the Purchase Agreement, (D) costs of engineering and technical personnel necessary to assure compliance with the Communications Laws and maintenance and repair of the Station's transmitting and microwave relay facilities to the extent the such facilities have not been conveyed to Broker pursuant to the Purchase Agreement, (E) all liabilities and obligations under all Second Closing Contracts to which Owner is a party relating to the business and operations of the Station, (F) premiums for insurance required to be maintained by Owner under this Agreement, (G) real and personal property taxes to the extent applicable property has not been conveyed to Broker pursuant to the Purchase Agreement, (H) business, license and FCC regulatory fees, and (I)

reasonable maintenance and repair costs for the Station's studios, transmission and production equipment to the extent such equipment has not been conveyed to Broker pursuant to the Purchase Agreement. All of Owner's responsibilities set forth herein are subject to reimbursement by Broker and included in the Monthly Costs in accordance with the terms set forth on Exhibit A.

(c) Employment Responsibilities from the Commencement Date Until Broker Hire Date. From the Commencement Date until the effective date of their employment with Broker (the "Pre-Employment Period"), to the extent the Station Employees are not already employed by Broker as of the Commencement Date, Owner hereby leases the services of the Station Employees to Broker (the "Loaned Employees"). Subject to reimbursement by Broker in accordance with the terms set forth on Exhibit A, during the Pre-Employment Period, Owner will pay the salaries, commissions, payroll taxes, employee benefits, insurance and all other related costs of the Loaned Employees, if any. Subject to Owner's ultimate oversight over the Loaned Employees, Broker shall be responsible for the day-to-day supervision and direction of the Loaned Employees. Broker shall supervise and direct such Loaned Employees in compliance with applicable law, any applicable collective bargaining agreements, individual employment agreements and the terms and conditions of employment established by Owner.

(d) Additional Responsibilities.

- (i) Broker will be fully responsible for the supervision and direction of its employees, and Owner will be fully responsible for the supervision and direction of its employees, if any, other than the Loaned Employees. The parties will be jointly responsible for the supervision of the Loaned Employees in the Pre-Employment Period.
- (ii) Broker and Owner will pay their respective expenses owed to third parties with regard to the Station and in no event will any such payable remain unpaid for more than thirty (30) days after it is due unless such payable is being disputed in good faith.

(e) Renewal, Modification and Cancellation of Contracts. The parties agree that renewal, modification and cancellation of contracts applicable to the Station during the Term shall be governed by the terms of the Purchase Agreement.

6. Revenues and Deposits.

(a) Revenues from Broadcast Time Sales and Uses of Station's Studio/Production Facilities during the Term. Broker will have the exclusive right to sell, either directly or indirectly through sales representatives, and will be solely responsible for billing and collecting payments for, all programs and commercials aired on the Station during the Term (whether during programming selected by Broker or programming selected by Owner), and production fees for uses of the Station's studio/production facilities during the Term. Broker may contract and bill in its own name for the sale of broadcast time on the Station during the Term and uses of the Station's studio/production facilities during the Term. Broker shall have the right to receive all "retransmission consent" compensation due to the Station during the Term from all multichannel

video programming distribution systems (as defined in the Communications Laws), whether such systems are “cable,” “DBS,” “teleco,” “OTT,” or otherwise.

(b) Bank Accounts for Revenues from Broker’s Activities/Payments by Broker from Such Revenues. Broker may deposit any sums it receives pursuant to Section 6(a) or otherwise with respect to the Station into a bank account (or accounts) of Broker established by Broker, in Broker’s name, for this purpose (the “Broker Bank Account(s)”), and the funds in Broker Bank Account(s) will be the property of Broker, except as otherwise provided herein. Broker is authorized to endorse payments to which it is entitled which are received in names other than Broker’s (e.g., “WHDF” etc.) in order to deposit such payments into Broker Bank Account(s).

7. Handling of Station Communications. Owner will receive and handle mail, faxes, telephone calls and e-mail from members of the public in connection with the operation of the Station; provided, however, that Owner may request and, if so requested Broker shall provide, assistance from an employee of Broker to address such communications, subject to Owner’s ultimate supervision and control.

8. Owner’s Compliance with Communications Laws. Owner will comply in all material respects with all Communications Laws applicable to the Station. Without limiting the foregoing sentence, Owner’s obligations will include ascertaining the needs and interests of the Station’s service areas, maintaining the Station’ political broadcasting and public inspection files and the Station’s maintenance logs, setting political advertising policies, meeting equal employment opportunity requirements with regard to Owner’s employees, preparing the Station’s quarterly issues/programs lists and making all required FCC filings with regard to the Station. Owner expressly acknowledges that these duties are its sole responsibility and are non-delegable; provided, however, that Broker will provide its co-operation, assistance and support to Owner in connection with Owner’s performance under this Section 8.

9. Programming and the Public Interest.

(a) Throughout the Term, Broker will program the Station to maintain a general, advertiser-supported, national-network-affiliated, entertainment/sports format, with some mix permitted of home shopping, religious, foreign language and infomercial programming. The Station will not become a predominantly home shopping, religious, foreign language and/or infomercial Station. The programming selected by Broker or at its discretion will consist of such materials as are determined by Broker to be appropriate and/or in the public interest including public affairs programming, public service announcements, entertainment, news, weather reports, sports, promotional material, commercial material and advertising. Without limiting the foregoing sentence, Broker will program on the Station at least a total of two (2) hours per week of news, public affairs, or other non-sports, non-entertainment programming, between the hours of 6:00 A.M. and 12:00 midnight, local time, on the Station.

(b) During the Term, Broker’s management personnel, designated by Broker, will meet at least monthly with Owner or its designee in order to help formalize Owner’s oversight over Broker’s activities at the Station. At such meetings, Owner will, among other things, provide Broker with the results of Owner’s ongoing efforts to ascertain the problems, needs and interests of the Station’s service areas, so that the programming and public service announcements selected

and/or scheduled by Broker for the Station will be responsive thereto, (ii) inform Broker of all views, comments, suggestions and complaints concerning Broker's programming, (iii) provide suggestions for future public service programs and public service announcement campaigns, and (iv) review Broker's programming for children. In the event Owner determines that additional attention should be directed to community needs, Broker will cooperate to assure that the Station's locally-produced programming serves those needs. If Owner acquires syndicated programming or if Owner uses Broker's employees for the production of local programs in addition to the informational and public affairs programming described above in this Section 9, then all expenses for such additional programming will be paid by Owner and will not be included in the reimbursements due Owner under this Agreement. Such programs will be aired on the Station at a mutually agreeable time between 6:00 A.M. and 12:00 midnight, local time.

(c) Broker promptly will provide Owner with all documents Broker receives which are required to be placed in the Station's political or public inspection files. Broker will, upon reasonable request by Owner, provide Owner with information with respect to programs and public service announcements broadcast on the Station which are responsive to the problems, needs and issues facing the residents of the Station's service area and Broker's programming for children, so as to assist Owner in the preparation and filing, subject to Owner's provision of the necessary FRN and password information to Broker, of required programming reports, and will assist Owner upon request in compiling such other information which is reasonably necessary to enable Owner to prepare and file other records and reports required by the FCC or other government agencies, all such reports being the responsibility of Owner. Broker shall furnish to Owner upon request any other information that is reasonably necessary to enable Owner to prepare any records or reports required by the FCC or other governmental entities. With respect to the matters described in this Section 9(c), Broker will, upon reasonable request by Owner, assist Owner with placing such materials in the Station's political or public inspection files, subject to Owner's provision of the necessary login and password information to Broker.

(d) Owner will have the full and unrestricted right to reject, delete and not broadcast any material contained in any part of the programming selected and/or scheduled by Broker that Owner in good faith determines would be contrary to law, the public interest or the standards set forth on Exhibit B. Owner will retain ultimate control over the Station's policies and standards, and, in that regard, will adopt written standards, generally in accordance with industry standards for commercial television broadcast Station, in substantially the same form and substance as the attached Exhibit B, for the acceptance of programming material and commercial announcements. Broker hereby covenants, warrants and represents that with regard to the Station it will, at all times during the Term, comply in all material respects with such standards for acceptance of programming material and commercial announcements.

10. Special Programs. Owner reserves the right, in good faith, to preempt Broker's programs for the Station to broadcast special programs on occasion concerning issues or events of local, regional or national importance in the event that Broker does not broadcast the same on its own initiative or in the event that Owner reasonably determines in good faith that the amount of Broker's coverage of such issues or events is inadequate; provided that in all such cases Owner will use its best efforts to give Broker reasonable notice of Owner's intention to preempt programs scheduled by Broker.

11. Station Identification. Owner will be responsible for the proper broadcast of FCC-required Station identification announcements on the Station. Broker, while conducting its activities with regard to the Station pursuant to this Agreement, will broadcast all required Station identification announcements in form and content approved by Owner with respect to the Station in full compliance with the Communications Laws.

12. Station Facilities.

(a) Operation of Station. Owner agrees that the Station will be operated throughout the Term in all material respects in accordance with the authorizations issued by the FCC and all applicable Communications Laws. During the Term, Owner will make the Station available to Broker for program transmissions, at least at ninety five percent (95%) of the Station's currently authorized effective radiated power, for the entire time that the Station is on the air, except for downtime occasioned by required maintenance and other interruptions contemplated by Section 12(b) and events described in Section 16. Any routine or non-emergency maintenance work affecting operation of the Station at full power will be scheduled with at least forty-eight (48) hours prior notice to Broker, and, to the extent possible, will not take place during a ratings period; and, to the extent possible, Owner will cause such maintenance work to be performed between the hours of 1:00 AM and 6:00 A.M., local time.

(b) Interruption of Normal Operations. If the Station suffers any loss or damage of any nature to its transmission or studio facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, during the Term the parties agree that the terms and conditions of the Purchase Agreement shall govern.

13. Political Advertising. Owner will be responsible for the Station's compliance with the political broadcasting requirements of the Communications Laws, including the Bipartisan Campaign Reform Act of 2002. Owner, with the cooperation and assistance of Broker, will prepare and distribute appropriate political disclosure statements for the Station and Owner and Broker will jointly determine the Station's lowest unit charge for the sale of advertising and program time to legally qualified candidates. Broker, while conducting its activities pursuant to this Agreement, will comply with said political broadcasting requirements, rules and published policies including the Bipartisan Campaign Reform Act of 2002. Broker promptly will supply to Owner such information as may be reasonably necessary to permit Owner to comply with the lowest unit charge requirements of Section 315 of the Communications Act. To the extent that Owner believes necessary in Owner's sole discretion, Broker will release advertising availabilities and program time as required by the Communications Laws to permit the Station to comply with the reasonable access provisions of Section 312(a)(7) of the Communications Act and the equal opportunities provision of Section 315 of the Communications Act and the Communications Laws promulgated thereunder.

14. Children's Programming. Owner will be responsible for insuring the Station's compliance with the Children's Television Act of 1990 [47 U.S.C. 303a and 303b], and the Communications Laws promulgated thereunder, including ensuring that the Station complies with the commercial limits established therein and serves the educational and informational needs of children. Broker, while conducting its activities pursuant to this Agreement, will comply with said Children's Television Act and Communications Laws by presenting a reasonable amount of

children's programming, including educational/informational programming, and by strictly observing the limitations on advertising content and amount. Broker will draft all necessary reports and certifications for Owner's review and, following review and approval of such reports and certifications by Owner, Owner shall be responsible for placement of the same in the Station's public inspection file and for submitting such reports to the FCC; provided, however, that upon Owner's reasonable request, Broker's employees shall place such reports in the Station's public inspection file, subject to Owner's provision of the necessary login and password information to Broker. Upon delivery of such draft reports and certifications to Owner, they will be certified by Broker to Owner as true and correct in all material respects. Such reports and certifications will include the following: (a) a quarterly report on children's programming pursuant to 47 C.F.R. Section 73.3526(e)(11)(iii); and (b) a certificate with respect to compliance with advertising limits in children's programs pursuant to 47 C.F.R. Section 73.3526(e)(11)(ii). Such draft advertising certification will be in the form of the attached Exhibit C. In completing each such draft quarterly certificate, Broker will list the titles of all children's programs carried on the Station in the past quarter in which the advertising limits apply, both local and network, all program segments during which the allowed commercial limits were exceeded, and a separate memo explaining why any excesses occurred. In carrying out its obligations with respect to children's programming, Broker will further maintain records with respect to commercial matter in children's programming either in the form of logs of programs reflecting the commercial time, tapes of the programs, lists of commercial minutes aired in identified children's programs, or appropriate certificates from networks and syndicators with respect to compliance with the FCC's requirements on commercial limits. Broker shall make such items available to Owner upon request.

15. Owner's Responsibility for Compliance with FCC Technical Rules. Owner shall designate a chief engineer who will be responsible for maintaining the Station's transmission facilities and a chief operator, as that term is defined by the Communications Laws (who may also be the chief engineer), who will be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

16. Force Majeure. Each party will carry standard property and casualty insurance for the property and equipment it owns. Owner's policy(ies) for such coverage will have an aggregate policy limit that is not less than the aggregate limit of the policy(ies) normally maintained by Owner for such property and equipment prior to the date hereof and for so long as Owner continues to own such property or equipment. If, with respect to facilities owned by Owner, any failure or impairment of facilities or failure at any time to furnish facilities, in whole or in part, for broadcast, occurs due to causes beyond the control of Owner, then such failure or impairment, by itself, will not constitute a breach of or an event of default under this Agreement. During the Term, the parties agree that the terms and conditions of the Purchase Agreement shall govern the obligations of the parties with respect to any such failure or impairment.

17. Confidentiality. This Agreement shall be subject to the confidentiality provisions as set forth in the Purchase Agreement.

18. Payola and Conflicts of Interest. Each of Broker and Owner agrees not to, and to use reasonable efforts to cause its employees who have the ability to cause the broadcast of programs and/or commercial matter on the Station not to, accept any consideration, compensation or gift or gratuity of any kind whatsoever, regardless of its value or form, including a commission,

discount, bonus, material, supplies or other merchandise, services or labor (collectively, "Consideration"), whether or not pursuant to written contracts or agreements between Broker, Owner and merchants or advertisers, in consideration for the broadcast of any matter on the Station unless the payor is identified, in the broadcast for which Consideration was provided, as having paid for or furnished such Consideration, in accordance with Sections 317 and 507 of the Communications Act [47 U.S.C. §§ 317 and 508] and the Communications Laws promulgated thereunder. Broker agrees to execute, and, as a condition of each such employee's employment, to cause each of Broker's employees to execute, at least once every calendar year, a payola/conflict of interest affidavit in the form of the attached Exhibit D, and Broker agrees to deliver the originals of all such affidavits to Owner as expeditiously as possible following their execution.

19. Broker's Compliance with Law. Broker agrees that, throughout the Term, Broker will comply with all laws, rules, regulations and policies applicable to the functions performed by it in connection with the Station, including meeting equal employment opportunity requirements with respect to Broker's employees performing duties in connection with the Station.

20. Indemnification.

(a) Broker's Indemnification of Owner. Broker will indemnify and hold Owner and its employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees, from and against all liability, claims, damages and causes of action ("Losses") arising out of or resulting from acts or omissions of Broker involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules, regulations, or orders (including the Communications Laws); (iv) invasion of rights of privacy or infringement of copyrights or other proprietary rights; (v) breaches of this Agreement; (vi) the broadcast of programming furnished by Broker, (vii) Broker's sale of advertising and the operation of Broker's business relating to the Station or (viii) relating to the employment or termination of the Loaned Employees by Owner, or acts or omissions of the Loaned Employees, except any such Losses resulting from Owner's gross negligence, willful misconduct, or violation of applicable law. Broker's obligation to indemnify and hold Owner and Owner's employees, agents and contractors harmless against the Losses specified above will survive any termination of this Agreement.

(b) Owner's Indemnification of Broker. Owner will indemnify and hold Broker and Broker's employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees, from and against all Losses arising out of or resulting from acts or omissions of Owner involving: (i) libel and slander; (ii) infringement of trademarks, service marks or trade names; (iii) violations of law, rules or regulations (including the Communications Laws); (iv) invasion of rights of privacy or infringement of copyrights and other proprietary rights; (v) the broadcast of programming furnished by Owner; (vi) the operation of Owner's business relating to the Station; or (vii) breaches of this Agreement, except any such Losses resulting from Broker's gross negligence, willful misconduct, or violation of applicable law. Owner's obligation to indemnify and hold Broker and Broker's employees, agents and contractors harmless against Losses specified above will survive any termination of this Agreement.

(c) Indemnification Procedures. The procedures for making a claim for indemnification under Section 20(a) or 20(b) and defending and settling any related third-party

claim related hereto will be identical to those set forth in Section 9.4 of the Purchase Agreement as if set forth herein, mutatis mutandis.

(d) Insurance. Broker and Owner each will maintain broadcasters' liability insurance policies covering libel, slander, invasion of privacy and the like, general liability, blanket crime, property damage, business interruption, automobile liability, and workers' compensation insurance in forms and amounts customary in the television broadcast industry (to the extent commercially reasonable, for example, neither party shall be required to get insurance specifically with respect to property it does not own), and each of the parties hereto will name the other as an additional insured under such policies to the extent that their respective interests may appear and will provide for notice to the other party prior to cancellation thereof; provided, however, Owner shall not be obligated to obtain or maintain any insurance policies or coverage beyond that which is required in the Purchase Agreement. Upon request, each party will provide the other with certificates evidencing such insurance, and will further provide certificates evidencing renewal thereof prior to the expiration of such policies.

21. Termination.

(a) Termination Upon Closing. Except to the extent otherwise provided in this Agreement, this Agreement will terminate effective upon the Second Closing.

(b) Termination Upon Order of Governmental Authority. A "Governmental Termination Event" will occur if any court or federal, state or local government authority (including the FCC) orders or takes any action which becomes effective and which requires the termination or material curtailment of Broker's activities with respect to the Station pursuant to this Agreement; provided that such order or action will no longer constitute a Governmental Termination Event if such action or order is subsequently stayed or ceases to be effective. If any court or federal, state or local government authority announces or takes any other action or proposed action which could result in a Governmental Termination Event, then either Broker or Owner may seek administrative or judicial relief therefrom (in which event the other of them will cooperate with such effort in any reasonable manner requested) and consult with such agency and its staff concerning such matters and, in the event that this Agreement is not terminated, use their reasonable best efforts and negotiate in good faith a modification to this Agreement which would obviate any such questions as to validity while preserving, to the extent possible, the intent of the parties and the economic and other benefits of this Agreement and the Purchase Agreement and the portions thereof the validity of which are called into question. If the FCC designates the license renewal application of the Station for a hearing as a consequence of this Agreement or for any other reason, or initiates any revocation or other proceeding with respect to the authorizations issued to Owner for the operation of the Station, then Owner and Broker will each use diligent, reasonable efforts to contest such action and will each be responsible for its own expenses incurred as a consequence of such FCC proceeding. Broker will cooperate and comply with any reasonable request of Owner to assemble and provide to the FCC information relating to Broker's performance under this Agreement. In the event of termination of Broker's activities with respect to the Station pursuant to this Agreement as a result of any Governmental Termination Event, Owner will cooperate reasonably with Broker to the extent permitted to enable Broker to fulfill advertising or other programming contracts then outstanding. If a Governmental Termination Event occurs, then the Term will continue until the date upon which the activities of Broker and

Owner are required to be ceased, as mandated by the agency or authority which brought about such Governmental Termination Event.

(c) Termination Upon Termination of Purchase Agreement. Except as otherwise provided in the Purchase Agreement, this Agreement shall terminate automatically upon any termination of the Purchase Agreement.

(d) Effect of Termination. Upon termination of this Agreement, (i) the Monthly Costs shall be prorated according to Section 2.7 of the Purchase Agreement and (ii) the parties shall use their commercially reasonable efforts, and shall co-operate in good faith, to restore the operation of the Station to its status quo ante the Commencement Date.

22. Authorizations. Owner owns or holds all material licenses and other permits and authorizations reasonably necessary for the operation of the Station (including licenses, permits and authorizations issued by the FCC), and Owner (including Owner's affiliates, principals, employees and agents) will take no action to impair such licenses, permits and authorizations.

23. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement will be (a) in writing, (b) delivered to the recipient in person or sent by commercial delivery service or registered or certified mail, postage prepaid and return receipt requested, or by facsimile (c) deemed to have been given on the date received by the recipient (if delivered in person) on the date sent (or delivered by facsimile) on the date set forth in the records of the delivery service (if delivered by commercial delivery service) or on the date of receipt (if delivered by certified mail) and (d) addressed as set forth in Section 11.5 of the Purchase Agreement.

24. Modification and Waiver. No amendment, supplement or modification of any provision of this Agreement will be effective unless the same will be in writing and signed by the party against whom enforcement of any such amendment, supplement or modification is sought, and then such amendment, supplement or modification will be effective only in the specific instance and for the purpose for which given.

25. Construction. This Agreement will be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

26. Headings; Interpretation. The headings in this Agreement are included for ease of reference only and will not control or affect the meaning or construction of the provisions of this Agreement. As used in this Agreement, "including," "includes" and the like are not intended to confer any limitation.

27. Assignment. This Agreement may not be assigned by either party without the express written approval of the other party. However, the prior approval of Owner is not required for any collateral assignment by Broker to Broker's lenders. Where appropriate in the context and consistent with this provision, the term "Broker" as used herein will mean and include any permitted assignee.

28. Facsimile/Electronic Signatures; Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. This Agreement and any amendments hereto, to the extent signed and delivered by facsimile transmission or electronic mail in .pdf form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract and each such party forever waives any such defense which will be deemed an original but all of which together will constitute one and the same instrument.

29. Entire Agreement. This Agreement and the Purchase Agreement, and the documents referred to herein and therein, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they are related in any way to the subject matter hereof.

30. No Partnership or Joint Venture Created. Nothing in this Agreement will be construed to create a partnership or joint venture between Owner and Broker or to afford any rights to any third party other than as expressly provided herein. Neither Owner nor Broker will have any authority to create or assume in the name or on behalf of the other party any obligation, express or implied, or to act or purport to act as the agent or legally empowered representative of the other party hereto for any purpose.

31. Severability. Whenever possible each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. Subject to the provisions of Section 21(b), if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise affecting the remainder or such provision or the remaining provisions of this Agreement.

32. Legal Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto, their heirs, executors, personal representatives, successors and permitted assigns.

33. No Party Deemed Drafter. No party will be deemed the drafter of this Agreement and if this Agreement is construed by a court of law such court should not construe this Agreement or any provision against any party as its drafter.


34. Press Releases. Except as required by law, no press release or public disclosure, either written or oral, of the existence of this Agreement or the transactions contemplated hereby shall be made by either party to this Agreement without the express written consent of the other (which consent shall not be unreasonably withheld, conditioned or delayed), and each party shall furnish to the other advance copies of any release which it proposes to make public concerning

this Agreement or the transactions contemplated hereby and the date upon which such party proposes to make such press release.

* * * *

IN WITNESS WHEREOF, the parties hereto have executed this Time Brokerage Agreement to be effective as of the date above written.

HUNTSVILLE TV, LLC

By: 
Name: David A. Hanna
Title: President

NEXSTAR BROADCASTING, INC.


By: _____
Name: Thomas E. Carter
Title: EVP & Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have executed this Time Brokerage Agreement to be effective as of the date above written.

HUNTSVILLE TV, LLC

By: _____
Name: David A. Hanna
Title: President

NEXSTAR BROADCASTING, INC.

By:  _____
Name: Thomas E. Carter
Title: EVP & Chief Financial Officer

SCHEDULE 1

<u>Service</u>	<u>Monthly Fee</u>
Traffic & Business	\$ [REDACTED]
Accounting, Payroll, General Overhead, HR	\$ [REDACTED]
Engineering	\$ [REDACTED]
Master Control	\$ [REDACTED]
Creative Services & Programming	\$ [REDACTED]
Sales Management	\$ [REDACTED]

EXHIBIT A

Reimbursement of Expenses – TBA Fee

A. At the conclusion of each calendar month during the Term, Broker will pay Owner an amount equal to all of the costs reasonably incurred during such calendar month by Owner in connection with its ownership and operation of the Station in accordance with the terms and conditions of this Agreement and the Purchase Agreement other than the Employee Costs (as defined below) (the “Monthly Costs”). The Monthly Costs shall be equal to the sum of all such expenses (including, but not limited to, all reasonable operating expenses resulting from broadcasting programming provided by Broker and all reasonable operating expenses otherwise incurred by Owner in connection with the operation of the Station and the performance of its obligations hereunder), for each calendar month incurred by Owner in connection with providing air time to Broker. The Monthly Costs shall include, but not be limited to, such fees as set forth on Schedule 1 with respect to the Services that Broker utilizes for such month or portion of month. The Monthly Costs shall be prorated pursuant to Section 2.7 of the Purchase Agreement. After each calendar month during the Term, Owner will submit to Broker an invoice for the Monthly Costs incurred during such month, and the amount of such costs reflected on any such invoice to the extent not previously advanced to Owner will be due and payable on the 10th Business Day after the date upon which such invoice is received.

B. To the extent Owner is the employer of the Loaned Employees, Broker shall pay Owner at least three (3) business days in advance of each payroll date during the Term, (i) the estimated Total Direct Payroll Costs (as defined below) payable for such payroll period, and (ii) the estimated Premiums (as defined below) for such payroll period. Owner shall provide an invoice to Broker for such estimated costs at least six (6) business days in advance of each payroll date during the Term. At least on a monthly basis Owner shall invoice and Broker shall pay Owner within ten (10) days of receipt of such invoice (i) the difference between the actual Total Direct Payroll Costs and Premiums and the amounts advanced (ii) all Insurance Costs, and (iii) all Out of Pocket Expenses. If any amount paid by Broker exceeds the actual Employee Costs, Owner shall reimburse Broker within three (3) business days of determining such actual costs. Broker acknowledges that there will be a run out period on the Insurance Costs, and invoices for Insurance Costs and Out of Pocket Expenses shall extend for six (6) months beyond the end of the Term.

“Employee Costs” shall mean the sum of the Total Direct Payroll Costs, Premiums, Insurance Costs and Out of Pocket Expenses.

“Insurance Costs” shall mean the cost of all claims incurred by Loaned Employees and their dependents (“Covered Individuals”) under Owner’s medical, dental, prescription drug and vision plans (“Seller Health Plan) during the Term (whenever reported) in excess of the premiums paid by the Seller and the Covered Individuals for coverage under the Seller Health Plan.

“Out of Pocket Expenses” shall mean all actual out-of-pocket ancillary fees, costs or expenses incurred by Seller in connection with providing the Loaned Employees, including a pro rata share of any fees payable to third parties.

“Premiums” shall mean the employer portion of any premium payable with respect to Covered Individuals for coverage under the Seller Health Plan.

“Total Direct Payroll Costs” shall mean all payroll compensation amounts (wages, salaries, bonuses, incentive, severance and other payments, including expense and relocation reimbursements, if any) paid to Loaned Employees during the Term, as well as, all employer paid employment taxes payable thereon.

C. Notwithstanding anything in this Agreement or the Purchase Agreement to the contrary, Broker shall not be responsible for reimbursing Owner for compensation paid to employees of Owner in excess of rates paid by Owner as of the date hereof and such increases after the date hereof made in the ordinary course of business.

D. If Broker determines that an item appearing on an invoice submitted by Owner is not properly payable by Broker to Owner under this Agreement, then Broker shall nonetheless timely pay to Owner all other items appearing on such invoice which Broker does not object to, and Broker shall submit with such timely payment a written objection to the disputed item which sets forth the specific basis for Broker’s objection. Broker’s opportunity to object to an item appearing on an invoice will be lost if the written objection of the disputed item is not provided within 30 calendar days after the date up on which the applicable invoice is received. With respect to any item subject to a written objection timely submitted by Broker to Owner, Broker and Owner agree to negotiate in good faith to reach a mutually agreeable resolution within the 10 calendar day period following Owner’s receipt of such objection. If no resolution is reached within such period, then each party may thereafter pursue its remedies as permitted by applicable law and this Agreement.

EXHIBIT B

Broker agrees to cooperate with Owner in the broadcasting of programs of the highest possible standard of excellence and for this purpose to observe the following standards in the preparation, writing and broadcasting of its programs:

I. Religious Programming. The subject of religion and references to particular faiths, tenants, and customs shall be treated with respect at all times. Programs shall not be used as a medium for attack on any faith, denomination, or sect or upon any individual or organization. Requests for donations in the form of a specific amount shall not be made if there is any suggestion that such donation will result in miracles, cures or prosperity. (Statements generally requesting donations to support the broadcast or church are permitted.)

II. Controversial Issues. Any discussion of controversial issues or public importance shall be reasonably balanced with the presentation of contrasting viewpoints in the course of overall programming; no attacks on the honesty, integrity, or like personal qualities of any person or group of persons shall be made during the discussion of controversial issues of public importance; and during the course of political campaigns, programs are not to be used as a forum for editorializing about individual candidates. If such events occur, Owner may require that responsive programming be aired.

III. No Plugola or Payola. The mention of any business activity or “plug” for any commercial, professional, or other related endeavor, except where contained in an actual commercial message of a sponsor, is prohibited.

IV. No Lotteries. Announcements giving any information about lotteries or games prohibited by federal or state law or regulation are prohibited.

V. Election Procedures. At least ninety (90) days before the start of any primary or regular election campaign, Broker will clear with Owner’s General Manager the rate Broker will charge for the time to be sold to candidates for public office and/or their supporters to make certain that the rate charged conforms to all applicable laws and the policy of the Station.

VI. Required Announcements. Broker shall broadcast (a) an announcement in a form satisfactory to Owner at the beginning of each hour to identify Station WHDF, (b) an announcement at the beginning and end of the broadcast day, to indicate that program time has been purchased by Broker, and (c) any other announcement that may be required by law, regulation, or the policy of the Station.

VII. Credit Terms Advertising. Pursuant to rules of the Federal Trade Commission, any advertising of credit terms shall be made over the Station in accordance with all applicable federal and state laws, including Regulations Z and M.

VIII. Commercial Record Keeping. No commercial messages (“plugs”) or undue references shall be made in programming presented over the Station to any business venture, profit making activity, or other interest (other than noncommercial announcements for bona fide charities, church activities, or other public service activities) in which Broker is directly or

indirectly interested without the same having been approved in advance by Owner's General Manager and such broadcast being announced and logged as sponsored.

IX. No Illegal Announcements. No announcements or promotion prohibited by federal or state law or regulation of any lottery or game shall be made over the Station. Any game, contest, or promotion relating to or to be presented over the Station must be fully stated and explained in advance to Owner, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. Owner's Discretion Paramount. In accordance with Owner's responsibility under the Communications Laws, Owner reserves the right to reject or terminate any advertising proposed to be presented or being presented over the Station which is in conflict with the policy of the Station or which in the reasonable judgment of Owner or its General Manager would not serve the public interest.

XI. Programming in Which Broker has a Financial Interest. Broker shall advise the General Manager of the Station with respect to any programming (including commercial(s)) concerning goods or services in which Broker has a material financial interest. Any announcements for such goods and services shall clearly identify Broker's financial interest.

XII. Programming Prohibitions. Broker shall not broadcast any of the following programs or announcements:

- A. False Claims. False or unwarranted claims for any product or service.
- B. Unfair Imitation. Infringements of another advertiser's rights through plagiarism or unfair imitation or either program idea or copy, or any other unfair competition.
- C. Commercial Disparagement. Any disparagement of competitors or competitive goods.
- D. Indecency. Any programs or announcements that are indecent, obscene, profane, vulgar, repulsive or offensive in theme, treatment or audio or visual content.
- E. Defamation. Any programs or announcements that are libelous, slanderous, or defamatory in theme, treatment, or audio or visual content.
- F. Price Disclosure. Any price mentions except as permitted by a licensee's policies current at the time.
- G. Unauthenticated Testimonials. Any testimonials which cannot be authenticated.
- H. Descriptions of Bodily Functions. Any continuity which describes in a repellent manner internal bodily functions or symptomatic results or internal disturbances, and no reference to matters which are not considered acceptable topics in social groups.

I. Conflict Advertising. Any advertising matter or announcement which may, in the reasonable opinion of a licensee, be injurious or prejudicial to the interests of the public, the Station, or honest advertising and reputable business in general.

J. Fraudulent or Misleading Advertisement. Any advertisement matter, announcement, or claim which Broker knows to be fraudulent, misleading, or untrue.

H. Non-Discrimination in Advertising. Broker shall not discriminate on the basis of race or ethnicity in the sale of advertising time. Broker shall include on advertising contracts and/or written agreements for the sale of advertising on the Station a clause stating that it does not discriminate on the basis of race or ethnicity.

Owner may waive any of the foregoing regulations in specific instances if, in its reasonable opinion, good broadcasting in the public interest will be served thereby.

In any case where questions of policy or interpretation arise, Broker shall submit the same to Owner for decision before making any commitments in connection therewith.

EXHIBIT C

**CERTIFICATE REGARDING COMMERCIAL LIMITS IN
CHILDREN'S TELEVISION PROGRAMMING**

Nexstar Broadcasting, Inc. ("Broker") hereby certifies to Huntsville TV, LLC ("Owner") that, with respect to the children's programs provided by Broker which were broadcast on the Station during the _____ quarter of 201__ (ending _____) to which the commercial limits set forth in 47 C. F. R. Section 73.670 apply and are as set forth below:

____1. the amount of commercial matter aired during such children's programs, including but not limited to the display of Internet website addresses, were in compliance with the commercial limits.

____2. the amount of commercial matter aired during such children's programs were in compliance with such commercial limits, except for the program segments listed below which exceeded the allowed commercial limits. A separate memo explaining why any excesses occurred is also attached.

NEXSTAR BROADCASTING, INC.

By: _____

Name:

Title: _____

EXHIBIT D

County of _____

State of _____

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

(Name) _____, being first duly sworn, deposes and says as follows:

1. He is (Position) _____ for [Broker] ("Broker").
2. He has acted in the above capacity since (date) _____.
3. No matter has been broadcast by Station(s) for which service, money or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted, by him from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
4. So far as he is aware, no matter has been broadcast by Station(s) for which service, money, or other valuable consideration has been directly or indirectly paid, or promised to, or charged, or accepted by Station(s) by Broker, or by any independent contractor engaged by Broker in furnishing programs, from any person, which matter at the time so broadcast has not been announced or otherwise indicated as paid for or furnished by such person.
5. In the future, he will not pay, promise to pay, request, or receive any service, money, or any other valuable consideration, direct or indirect, from a third-party, in exchange for the influencing of, or the attempt to influence, the preparation or presentation of broadcast matter on Station(s).
6. Except as may be reflected in paragraph 7 hereof, neither he, his spouse nor any member of his immediate family has any present direct or indirect ownership interest in any entity engaged in the following business or activities (other than an investment in a corporation whose stock is publicly held), serves as an officer or director of, whether with or without compensation, or serves as an employee of, any entity engaged in the following business or activities:
 - a. The publishing of music;
 - b. The production, distribution (including wholesale and retail sales outlets), manufacture or exploitation of music, films, tapes, recordings or electrical transcriptions of any program material intended for radio broadcast use;

- c. The exploitation, promotion, or management of persons rendering artistic, production and/or other services in the entertainment field;
- d. Ownership or operation of one or more radio or television Station;
- e. The wholesale or retail sale of records intended for public purchase;
- f. The sale of advertising time other than on Station(s) or any other Station owned by Broker.

7. A full disclosure of any such interest referred to in paragraph 6, above, is as follows:

Affiant

Subscribed and sworn to before me
this ____ day of _____, 201__.

Notary Public

My commission expires: _____