

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is entered into as of January 1, 2024, by and between KAZT, L.L.C., an Arizona limited liability company ("Licensee") and Nexstar Media Inc., a Delaware corporation ("Nexstar").

WHEREAS, the Licensee is the owner and operator of the following television broadcast stations (collectively, the "Station") pursuant to certain authorizations issued by the Federal Communications Commission ("FCC")

KAZT TV, Prescott, Arizona (FCC Facility ID #35811), Channel 7
KAZT-CD, Phoenix, Arizona (FCC Facility ID #72618), Channel 36, Virtual Channel 27
K17DA-D, Lake Havasu City, Arizona (FCC Facility ID #35805)
K20ID-D, Kingman, Arizona (FCC Facility ID #35810)
K24DK-D, Bullhead City, Arizona (FCC Facility ID #47124)
K30DT-D, Flagstaff, Arizona (FCC Facility ID #35809)

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

WHEREAS, Nexstar desires to provide programming for broadcast to the Phoenix, Arizona area that conforms with the policies of the Licensee and with the Communications Laws, and Licensee desires to broadcast such programming using the facilities of the Station;

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

WHEREAS, the Licensee and Nexstar have entered into an Option Agreement ("Option Agreement") pursuant to which Nexstar has an assignable option, the exercise of which, subject to FCC consent and certain other terms and conditions, would allow for the purchase of all or substantially all of the assets of the Station.

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 the Licensee and Nexstar hereby acknowledge, the Licensee and Nexstar, intending to be bound legally, hereby agree as follows:

1. Overall Purpose and Term.

a. Purpose. In accordance with the terms and subject to the limitations set forth herein: (a) Nexstar will provide programming to the Licensee for the Station, promote the Station and its programming, sell commercial time on the Station and bill for and collect the payments for its time sales on the Station, and assist with distribution of the Station's programming; and (b) the Licensee will maintain the Station's transmitting and microwave relay facilities and its current real estate lease(s) related to the Station, provide Nexstar with access to its facilities for the purposes described herein, and maintain Licensee control over the Station in compliance with the Communications Laws and Section 6 hereof. Subject to the terms of this Agreement, each party hereby warrants and covenants that it will fulfill said obligations, and its other obligations specified herein, to the full extent permitted by law (including the Communications Laws) in a diligent, reasonable manner.

b. Term. Nexstar will begin its activities with regard to the Station pursuant to this Agreement at 12:01 A.M., Phoenix, Arizona on January 5, 2024 (the "Commencement Date"). The term of this Agreement will be the period from the Commencement Date until the earlier of (i) the closing of Nexstar's purchase of the Station pursuant to an exercise of its option under the Option Agreement ("Closing") or (ii) eight (8) years from the Commencement Date (the "Initial Term"). Upon expiration of the Initial Term, the Agreement shall automatically renew for eight (8) additional years, and to the extent permitted by the Communications Laws shall continue to automatically renew for successive eight (8) year terms thereafter (each such eight-year term a "Renewal Term") on the same terms and conditions as set forth herein unless (i) Nexstar or Licensee notifies the other party of its intention not to renew at least one hundred and eighty (180) days prior to commencement of a Renewal Term, or (ii) a Closing shall occur, in which event the Renewal Term shall terminate upon Closing. In the event the option under the Option Agreement has been exercised, but a Closing thereunder has not been consummated prior to the expiration of the Initial Term or any Renewal Term, this Agreement shall remain in effect until the earlier of consummation of such Closing or the termination of the Option Agreement. The Initial Term and any Renewal Term(s) are collectively the "Term."

2. Station Facilities and Station Equipment.

a. As of the Commencement Date, Licensee shall sell, transfer, assign, convey and deliver to Nexstar, and Nexstar shall purchase from Licensee, pursuant to a Bill of Sale in substantially the form attached hereto as Exhibit A, all of the right, title and interest of Licensee in and to Licensee's studio and Station equipment as set forth in the Asset List Schedule attached to Exhibit A, as the same may be modified or corrected as contemplated by this Section 2(a) (the "Purchased Equipment"). The purchase price for the Purchased Equipment is [REDACTED] payable to Licensee by wire transfer of immediately available funds to an account designated by Licensee, such payment to be made no later than the first business day after the Commencement Date. Between the date of execution of this Agreement and fifteen (15) days after the Commencement Date, Nexstar and Licensee shall work together to review and confirm the accuracy and completeness of Asset List Schedule and shall make any corrections necessary to align with the intent of the parties as expressed in Exhibit A.

b. During the Term, to the extent owned or leased by Licensee, (a) the Licensee will provide Nexstar with access to the Station's television broadcasting transmission facilities for broadcast on the Station of programs selected by Nexstar (subject to the direction and control of Licensee) and advertising/commercial announcements sold by Nexstar in accordance with the terms and conditions hereof, which may originate from the Station's studios, Nexstar's studios or from other sources contracted for by Nexstar, and (b) the Licensee will provide Nexstar with access to, at no additional cost, during the Term, exclusive use (other than the Licensee's own use for the Station) of all of the Licensee's studio and production facilities and other assets not included in the Purchased Equipment (the "Retained Equipment"), for Nexstar's use in its activities with regard to the Station pursuant to this Agreement. Nexstar acknowledges that the Station's studio and production facilities are co-located with offices and other space used by affiliates of KAZT for non-broadcast purposes and agrees to abide by any reasonable restrictions which Licensee may place from time to time on Nexstar's use of the studio and production facilities provided that such restrictions do not unreasonably interfere with Nexstar's use of the facilities for the activities contemplated herein.

c. During the Term, to the extent owned or leased by Nexstar, Nexstar will make available to the Licensee, at no additional cost, during the Term, use of all of the Purchased Equipment, as well as any other of Nexstar's studio and production facilities and other assets, for the Licensee's use in its activities with regard to the Station pursuant to this Agreement.

3. Compensation.

a. As consideration for the Licensee permitting Nexstar to broadcast Nexstar's programming on the Station during the Term and pursuant to the terms of this Agreement, and to receive during the Term all of the revenues resulting from the sale of advertising and other time on the Station, Nexstar will pay to Licensee a monthly fee ("Monthly Fee") payable as set forth on Exhibit B.

b. Nexstar shall prepay the Monthly Fees for the Initial Term by paying Licensee the sum of [REDACTED] ("Prepayment Amount") on or before the Commencement Date, which Prepayment Amount shall be credited towards the Monthly Fees due each month over the course of the Initial Term. In addition, during the Initial Term, and any other period during which this Agreement is in effect, Nexstar shall pay to the Licensee the sum of [REDACTED] per quarter ("Administration Fee"). The Administration Fee shall be due on the first business day of each quarter during the Initial Term and any other period during which this Agreement is in effect. During the Term, and any other period during which this Agreement is in effect, Nexstar shall reimburse Licensee for the reasonable operating and maintenance expenses of the Station incurred by Licensee in the ordinary course of business, excluding material capital expenditures unless otherwise agreed by the Parties (each such reimbursement due thirty (30) days after receipt of an invoice). [REDACTED]

[REDACTED] For the avoidance of doubt, Nexstar will not reimburse Licensee for the salaries, commissions, payroll taxes, insurance and related costs of Licensee's employees.

4. Responsibilities.

a. Nexstar's Responsibilities. Nexstar will employ and be responsible for paying the salaries, commissions, payroll taxes, insurance and all other related costs for employees of Nexstar dedicated to performing Nexstar's activities relating to the Station. Nexstar will be responsible for ensuring that its employees perform such activities in accordance with the terms and conditions of this Agreement and applicable law, which activities will be subject to the direction and control of Licensee. Nexstar will perform the obligations of Licensee under programming, advertising and other contracts and agreements relating to the Station while such contracts and agreements are in effect and to the extent such performance is otherwise consistent with Nexstar's obligations hereunder, and not required to be performed by Licensee under Section 4(b) or any rule or regulation of the FCC, including without limitation the obligations of Licensee under the Office Building Lease between Licensee and 4343, LLC for the Station's studio facilities.

b. The Licensee's Responsibilities. The Licensee will employ and be responsible for paying the salaries, commissions, payroll taxes, insurance and all other related costs of its employees. In this regard, the Licensee will employ those employees necessary to ensure that Licensee maintains control over the Station, as required for compliance with the Communications Laws (the "Control Employees"). The Licensee will be fully responsible for the supervision and direction of its employees, and the Control Employees will be responsible for overseeing the operation of the Station in compliance with the Communications Laws. The Licensee will be responsible for payment of all (A) lease obligations in connection with property leased to the Licensee, (B) utility bills for utility services at the Station's main studio/office location(s) and its tower/transmitter sites, (C) telephone system maintenance costs and local exchange and long distance telephone service costs for the Licensee's telephone system(s) and usage at the Station's main studio/office location(s) and at the Station's tower/transmitter sites, (D) costs of engineering, technical and other personnel necessary to assure compliance with the Communications Laws and maintenance and repair of the Station's transmitting and microwave relay facilities, (E) all liabilities and obligations under all contracts to which the Licensee is a party relating to the business and operations of the Station, (F) premiums for insurance required to be maintained by the Licensee under this Agreement, (G) real and personal property taxes, (H) business, license and FCC regulatory fees, and (I) maintenance and repair costs for Licensee's studio, transmission and production equipment.

c. Additional Responsibilities.

i. Without limitation of Nexstar's obligations to reimburse Licensee expenses as set forth in Section 3, Nexstar and the Licensee 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.

ii. The Licensee and Nexstar will coordinate and cooperate with respect to the renewal and cancellation of contracts (in accordance with their terms) or the entry into or the modification of contracts which affect Nexstar's activities with regard to the Station pursuant to this Agreement. All contracts entered into by Nexstar with respect to the Station shall respect Licensee's rights hereunder, including Licensee's right to reject or substitute programming as set forth in Section 8.

iii. Nexstar and the Licensee shall each act in a commercially reasonable manner in the performance of their obligations and exercise of their rights hereunder and with respect to the Station.

5. Revenues and Deposits.

a. Revenues from Broadcast Time Sales and Uses of Station's Studio/Production Facilities during the Term. Nexstar will be responsible for the sale of, either directly or indirectly through sales representatives, and will be solely responsible for billing and collecting payments for, all commercial time aired on the Station during the Term (whether during programming selected by Nexstar or programming selected by the Licensee). Nexstar 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. Nexstar shall have the right to all compensation from multichannel video programming distribution systems (as defined in the Communications Laws) and other program distributors, whether such systems are "cable," "DBS," "teleco," "vMVPDs," or otherwise, received in exchange for distribution of Nexstar-supplied programming, or for program streams for which Nexstar supplies programming pursuant hereto.

b. Bank Accounts for Revenues from Nexstar's Activities/Payments By Nexstar from Such Revenues. Nexstar may deposit any sums it receives pursuant to Section 5(a) or otherwise with respect to the Station into a bank account (or accounts) of Nexstar established by Nexstar, in Nexstar's name (the "Nexstar Bank Account(s)"), and the funds in the Nexstar Bank Account(s) will be the property of Nexstar. Nexstar is authorized to endorse payments as necessary to effectuate the foregoing.

c. Handling of Station Communications. The Licensee will receive and handle mail, faxes, telephone calls, e-mail and other communications from members of the public in connection with the operation of the Station. Nexstar will promptly forward to Licensee any such communications it receives.

6. Compliance with Communications Laws. During the Term, the Licensee shall maintain control over the operations of the Station in accordance with the Communications Laws, including with respect to programming, finances, policies, and personnel. Licensee is responsible for the Station's compliance with the Communications Act of 1934, as amended, FCC rules, regulations, and policies, and all other applicable laws with respect to Licensee's services. Without limiting the foregoing sentence, the Licensee's obligations will include ascertaining the needs and interests of the Station's service area, maintaining the Station's political broadcasting and online public inspection files and the Station's maintenance logs, setting political advertising policies, meeting equal employment opportunity requirements with regard to the Licensee's employees, preparing the Station's quarterly issues/programs lists and making all required FCC filings with

regard to the Station. Licensee expressly acknowledges that these duties are its sole responsibility and are non-delegable. Nexstar and Licensee agree that Licensee shall place a copy of this Agreement in the Station's online public inspection file consistent with FCC rules. Nexstar is responsible for its compliance with the Communications Laws in connection with Nexstar's performance of its activities hereunder.

7. Programming and the Public Interest.

a. Throughout the Term, Nexstar will provide programming for the Station so as 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, provided that such format will not be predominantly home shopping, religious, foreign language and/or infomercial programming. Nexstar shall select programming that it has determined 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.

b. During the Term, Nexstar's representatives and Licensee's Control Employees will meet periodically, but no less than quarterly, at which time the Licensee will, among other things, provide Nexstar with the results of the Licensee's ongoing efforts to ascertain the problems, needs and interests of the Station's service area, so that the programming and public service announcements selected and/or scheduled by Nexstar for the Station will (i) be responsive thereto, (ii) inform Nexstar of all views, comments, suggestions and complaints concerning Nexstar's programming, (iii) provide suggestions for future public service programs and public service announcement campaigns, and (iv) review Nexstar's programming for children. In the event the Licensee determines that additional attention should be directed to particular community needs, Nexstar will cooperate to assure that the Station's locally-produced programming serves those needs. If the Licensee acquires syndicated programming or if the Licensee uses Nexstar's employees for the production of local programs in addition to the informational and public affairs programming described above in this Section 7, then all expenses for such additional programming will be paid by the Licensee and will not be included in the reimbursements due the Licensee 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. Nexstar will provide the Licensee promptly with all documents Nexstar receives which are required to be placed in the Station's political or public inspection files. Nexstar will, upon request by the Licensee, provide the Licensee 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 Nexstar's programming for children, so as to assist the Licensee in the preparation of required programming reports, and will assist the Licensee upon request in compiling such other information which is reasonably necessary to enable the Licensee to prepare other records and reports required by the FCC or other government agencies, all such reports being the sole responsibility of the Licensee. Nexstar shall furnish to the Licensee upon request any other information that is reasonably necessary to enable the Licensee to prepare any records or reports required by the FCC or other governmental entities.

d. The Licensee 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 Nexstar which the Licensee reasonably believes to be unsatisfactory or unsuitable or contrary to the public interest or applicable law or the standards set forth in Exhibit C. The Licensee 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 stations and as set forth in Exhibit C, for the acceptance of programming material and commercial announcements. Nexstar 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.

8. Special Programs. The Licensee reserves the right, in good faith, to preempt Nexstar'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 Nexstar does not broadcast the same on its own initiative or in the event that the Licensee determines in good faith that the amount of Nexstar's coverage of such issues or events is inadequate; provided that in all such cases the Licensee will use its best efforts to give Nexstar reasonable notice of the Licensee's intention to preempt programs scheduled by Nexstar.

9. Station Identification. The Licensee will be responsible for the proper broadcast of FCC-required station identification announcements on the Station. Nexstar, 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 the Licensee with respect to the Station in full compliance with the Communications Laws.

10. Station Facilities.

a. Operation of Station. The Licensee 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, including with respect to the Station's authorized effective radiated power. Licensee agrees that for any routine or non-emergency maintenance work that will affect operation of the Station at full power, Station will provide at least forty-eight (48) hours prior notice to Nexstar, and, to the extent possible, will cause such maintenance work to be performed between the hours of 1:00 AM and 6:00 A.M., local time, and avoid scheduling such routine or non-emergency maintenance work during a ratings period.

b. Interruption of Normal Operations. If the Station suffers any loss or damage of any nature to its transmission or facilities which results in the interruption of service or the inability of the Station to operate with its maximum authorized facilities, Licensee will use commercially reasonable efforts to undertake such repairs as are necessary to restore full-time operation of the Station with its maximum authorized facilities as expeditiously as reasonably practicable following the occurrence of any such loss or damage. If the Licensee is unable to or does not commence such repairs as soon as reasonably practicable, then Nexstar may undertake such repairs at its own expense.

11. Political Advertising. The Licensee will be responsible for compliance with the political broadcasting requirements of the Communications Laws, including the Bipartisan

Campaign Reform Act of 2002. The Licensee, with the cooperation and assistance of Nexstar, will prepare and distribute appropriate political disclosure statements for the Station and the Licensee and Nexstar will jointly determine the Station's lowest unit charge for the sale of advertising and program time to legally qualified candidates. Nexstar, while conducting its activities with regard to the Station pursuant to this Agreement, will be responsible for complying with said political broadcasting requirements, rules and published policies including the Bipartisan Campaign Reform Act of 2002. Nexstar promptly will supply to the Licensee such information as may be reasonably necessary to permit the Licensee to comply with the lowest unit charge requirements of Section 315 of the Communications Act. To the extent that the Licensee believes necessary in the Licensee's sole discretion, Nexstar 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.

12. Children's Programming. The Licensee will be responsible for ensuring 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. Nexstar, while conducting its activities with regard to the Station pursuant to this Agreement, will be responsible for compliance with said Children's Television Act and Communications Laws including presenting a reasonable amount of children's programming, including educational/informational programming with at least the minimum amount of Core Programming (as defined in 47 C.F.R. Section 73.671(c)) to satisfy the processing guidelines set forth in 47 C.F.R. Section 73.671(d), and observing the limitations on advertising content and amount. Nexstar will be responsible for drafting all necessary reports and certifications for Licensee's review and, following review and approval of such reports and certifications by Licensee, Licensee shall be responsible for placement of the same in the Station's public inspection file and for submitting such reports to the FCC. Upon delivery of such draft reports and certifications to Licensee, they will be certified by Nexstar to Licensee as true and correct in all material respects. Such reports and certifications will include the following: (a) an annual 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 D. In completing each such draft annual certificate, Nexstar will list the titles of all children's programs carried on the Station in the past year 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, Nexstar 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. Nexstar shall make such items available to Licensee upon request.

13. The Licensee's Responsibility For Compliance with FCC Technical Rules. The Licensee will employ a Chief Engineer who will be responsible for maintaining the Station's

transmission facilities. The Licensee will employ a Chief Operator, as that term is defined by the Communications Laws (who may also hold the position of Chief Engineer), who will be responsible for ensuring compliance by the Station with the technical operating and reporting requirements established by the FCC.

14. Force Majeure. Each party will carry standard property and casualty insurance for the property and equipment it owns. The Licensee'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 the Licensee for such property and equipment prior to the date hereof. If any failure or impairment of facilities or any delay or interruption in the broadcast of programs, or failure at any time to furnish facilities, in whole or in part, for broadcast, occurs due to causes beyond the control of the Licensee, then such failure, impairment, delay or interruption, by itself, will not constitute a breach of or an event of default under this Agreement and the Licensee will not be liable to Nexstar for any such failure, impairment, delay or interruption so long as (if the Licensee elects to remedy such failure, impairment, delay or interruption) the Licensee undertakes and continues reasonable efforts to remedy any such failure, impairment, delay or interruption by returning the Station to its condition prior to such damage. Promptly thereafter, if the Licensee elects to undertake such remediation by written notice to Nexstar, the Licensee will obtain any applicable insurance proceeds and apply such proceeds to the cost of remedying such failure, impairment, delay or interruption; provided that, if the Licensee determines that it will not undertake such remediation, then the Licensee will give Nexstar prompt written notice of such determination. If the Licensee elects not to remedy such failure, impairment, delay or interruption (or if the Licensee makes no election prior to the tenth (10th) day after such failure, impairment, delay or interruption occurs), then Nexstar may elect to obtain such insurance proceeds and effect such remedy by giving the Licensee written notice to that effect.

15. Trade Secrets and Proprietary Information. In the event that: (a) any trade secrets or other proprietary information of Nexstar in connection with this Agreement become known to the Licensee, and (b) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly, the Licensee agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of Nexstar (except as required by law, rule or regulation, or by order of any government agency or court). In the event that: (i) any trade secrets or other proprietary information of the Licensee in connection with this Agreement become known to Nexstar, and (ii) such trade secrets and/or proprietary information are not otherwise available in the public domain or known publicly, Nexstar agrees to maintain the confidentiality of such trade secrets and/or proprietary information and not to use or disclose any such trade secrets and/or proprietary information without the prior written consent of the Licensee (except as required by law, rule or regulation, or by order of any government agency or court). The provisions of this Section 15 will survive any termination of this Agreement.

16. Payola and Conflicts of Interest. Each of Nexstar and the Licensee 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 Nexstar, the

Licensee 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. Nexstar agrees to execute, and, as a condition of each such employee's employment, to cause each of Nexstar's employees to execute, at least once every calendar year, a payola/conflict of interest affidavit in the form of the attached Exhibit E, and Nexstar agrees to deliver the originals of all such affidavits to the Licensee as expeditiously as possible following their execution.

17. Nexstar's Compliance with Law. Nexstar agrees that, throughout the Term, Nexstar is responsible for compliance 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 Nexstar's employees performing duties in connection with the Station.

18. Indemnification.

a. Nexstar's Indemnification of the Licensee. Nexstar will indemnify and hold the Licensee and its employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees and expenses, from and against all liability, claims, damages and causes of action ("Losses") arising out of or resulting from acts or omissions of Nexstar 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, provided that if Licensee retains the Unapplied Amount (as defined below) as liquidated damages in the case of Nexstar's breach, Nexstar shall have no additional liability to Licensee; (vi) the broadcast of programming furnished by Nexstar; (vii) Nexstar's sale of advertising and the operation of Nexstar's business relating to the Station; or (viii) any violation of any federal, state or local employment law or regulation, collective bargaining agreement or written employment agreement obligation, with respect to any employee of the Station, except to the extent Nexstar took such action at the specific request of Licensee; or (ix) the acts and omissions of Nexstar's employees. Nexstar's obligation to indemnify and hold the Licensee and the Licensee's members, officers, employees, agents and contractors harmless against the Losses specified above will survive any termination of this Agreement.

b. The Licensee's Indemnification of the Nexstar. The Licensee will indemnify and hold Nexstar and Nexstar's employees, agents and contractors harmless, including, without limitation, in respect of reasonable attorneys' fees and expenses, from and against all Losses arising out of or resulting from acts or omissions of the Licensee 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 the Licensee; (vi) the operation of the Licensee's business relating to the Station; (vii) any violation of any federal, state or local employment law or regulation, collective bargaining agreement or written employment agreement obligation, with respect to any employee of the Station, except to the extent Licensee took such action at the specific request of Nexstar; (viii) the

acts and omissions of the Control Employees; or (ix) breaches of this Agreement. The Licensee's obligation to indemnify and hold Nexstar and Nexstar's shareholders, officers, employees, agents and contractors harmless against Losses specified above will survive any termination of this Agreement.

c. Indemnification Procedures. The party requesting indemnification pursuant to this Section 18 (the "Indemnified Party") will make reasonable efforts to provide the party providing indemnification (the "Indemnifying Party") with prompt written notice of any claim that the Indemnified Party believes is subject to the Indemnifying Party's indemnification obligations ("Claim") (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice). The Indemnifying Party will have the exclusive right to control and direct the investigation, defense, or settlement of any such Claim. The Indemnified Party will provide reasonable and necessary cooperation to the Indemnifying Party at the Indemnifying Party's expense. The Indemnified Party may participate in the defense of the Claim by counsel of its own choosing, at its cost and expense. The Indemnifying Party shall not settle any Claim without the Indemnified Party's prior written approval if the settlement involves an admission of liability or wrongdoing on the part of the Indemnified Party or imposes any obligation on the Indemnified Party.

19. Insurance. In addition to the parties' obligations regarding insurance under Section 14, Nexstar and the Licensee 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. 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.

20. Termination.

a. 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 Nexstar'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 Nexstar or the Licensee 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 Option 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 the Licensee for the operation of the Station, then the Licensee and Nexstar 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. Nexstar will cooperate and comply with any reasonable request of the Licensee to assemble and provide to the FCC information relating to Nexstar's performance under this Agreement. In the event of termination of Nexstar's activities with respect to the Station pursuant to this Agreement as a result of any Governmental Termination Event, the Licensee will cooperate reasonably with Nexstar to the extent permitted to enable Nexstar 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 Nexstar and the Licensee are required to be ceased, as mandated by the agency or authority which brought about such Governmental Termination Event.

b. Termination Upon Breach. A party may terminate this Agreement for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

c. Effect of Termination. In the event this Agreement is terminated prior to the expiration of the Initial Term for any reason, other than Nexstar's breach, Licensee shall, within ninety (90) days of the date of termination of the Agreement ("Termination Date"), refund to Nexstar any prepaid Monthly Fees covering periods of time after the Termination Date. ("Unapplied Amount") (e.g., if the Agreement were terminated as of June 30, 2028, then the Unapplied Amount would be equal to the sum of the remaining six (6) Monthly Fee payments for 2028, and the Annual Fees for each of 2029, 2030 and 2031). In the event this Agreement is terminated as a result of Nexstar's breach, Licensee shall be entitled to retain the Unapplied Amount as liquidated damages as Licensee's sole and exclusive remedy for such breach. In addition, in the event that this Agreement is terminated prior to expiration of the Term, (1) the parties shall cooperate to ensure an orderly transition to return to Licensee the obligation to procure programming for the Station and to sell, and bill for, commercial and other time on the Station; (2) Licensee shall repurchase the Purchased Equipment from Nexstar for the sum of [REDACTED]; (3) in the event Nexstar possesses other assets used or useful in the operation of the Station, Nexstar shall offer to Licensee the right to lease, continue to lease, or purchase such assets for fair market value; and (4) Licensee shall have the right to offer employment to those employees dedicated to performing Nexstar's activities relating to the Station without restriction from the enforcement of any noncompete or similar provisions in any employment contracts with Nexstar.

d. Effect of Expiration. In the event that the Agreement expires at the end of the Term, (1) the parties shall cooperate to ensure an orderly transition to return to Licensee the obligation to procure programming for the Station and to sell, and bill for, commercial and other time on the Station; (2) Licensee shall have the right to repurchase the Purchased Equipment from Nexstar for the sum of [REDACTED]; (3) in the event Nexstar possesses other assets used or useful in the operation of the Station, Nexstar shall offer to Licensee the right to lease, continue to lease, or purchase such assets for fair market value; and (4) Licensee shall have the right to offer employment to those employees

dedicated to performing Nexstar's activities relating to the Station without restriction from the enforcement of any noncompete or similar provisions in any employment contracts with Nexstar.

21. Authorizations. The Licensee 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, the state of Arizona, and other entities), and the Licensee (including the Licensee's affiliates, principals, employees and agents) shall maintain such licenses, permits and authorizations without impairment and in good standing; provided that this Section 21 shall not be deemed to have been breached by Licensee to the extent any impairment is the result of Nexstar's activities with respect to the Station.

22. 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 nationally recognized overnight delivery service or registered or certified mail, postage prepaid and return receipt requested (c) deemed to have been given on the date received by the recipient (if delivered in person) on the date sent on the date set forth in the records of the delivery service (if delivered by overnight delivery service) or on the date of receipt (if delivered by certified mail) and (d) addressed as follows:

If to the Licensee:

KAZT, L.L.C.
4343 Camelback Road
Phoenix, AZ 85018
Attention: Lynn Londen

with a copy (which shall not constitute notice) to:

Lerman Senter PLLC
2001 L St NW # 400
Washington, DC 20036
Attention: David Burns

If to Nexstar:

Nexstar Media Inc.
545 E. John Carpenter Freeway, Suite 700
Irving, TX 75062
Attention: Michael Biard

with a copy (which shall not constitute notice) to

Nexstar Media Inc.
545 E. John Carpenter Freeway, Suite 700
Irving, TX 75062
Attention: Rachel Morgan

or to any such other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 23.

26. Payment Method. All payments under this Agreement shall be made by wire transfer or similar method of immediately available funds to an account designated by the receiving party on or before the date due.

27. 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.

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

29. 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. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections, Exhibits and Schedules are to Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in, and made a part of, this Agreement, as if set forth in full herein. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any contract or agreement are to that contract or agreement as amended, modified or supplemented (including by waiver or consent) from time to time in accordance with the terms thereof. References to any person or entity include the successors and permitted assigns of that person or entity. References herein to "\$" or dollars will refer to United States dollars, unless otherwise specified. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. The word "or" shall not be exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next succeeding business day, a "business day for purposes of this Agreement

meaning a day other than a Saturday, Sunday or other day on which commercial banks in the State of Delaware are authorized or required to close.

30. Assignment. Neither Party may assign its rights and obligations, either in whole or in part, without the prior written consent of the other; however, such consent shall not be unreasonably withheld or delayed. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the Parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the Parties hereto and their permitted successors and assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

31. 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. An electronic copy, such as a .pdf, of a signature sent by e-mail or similar electronic transmission shall be valid, binding and effective for all purposes.

32. Entire Agreement. This Agreement and the documents referred to herein contain the entire agreement between the parties with respect to the subject matter of this Agreement, and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

33. No Partnership or Joint Venture Created. Nothing in this Agreement will be construed to create a partnership or joint venture between the Licensee and Nexstar or to afford any rights to any third party other than as expressly provided herein. Neither the Licensee nor Nexstar 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.

34. Severability. Whenever possible each provision of this Agreement will be interpreted so as to be effective and valid under applicable law. 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.

35. 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.

36. 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.

37. 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.

38. Representations and Warranties of Licensee. Licensee hereby represents and warrants to Nexstar as follows: (a) Licensee is duly formed, validly existing and in good standing under the laws of its state of organization, and has all corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement, assuming due authorization, execution and delivery by Nexstar, has been duly and validly executed by Licensee and constitutes a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law); (c) the execution and delivery of this Agreement by Licensee and the performance by Licensee of its obligations hereunder do not: (i) conflict with or breach any provision of the organizational instruments of Licensee, (ii) conflict with, violate or breach any provision of any law or administrative or judicial order in effect and applicable to Licensee (including the Communications Laws), or (iii) require any consent or approval of any government authority (including the FCC) on the part of Licensee; and (d) Licensee has made a valid, timely election of "retransmission consent" on behalf of the Station with respect to each MVPD system assigned to the Station's DMA (in each case, with "DMA" as defined in Section 76.55(e)(2) of the FCC's rules) for carriage cycle that starts January 1, 2024, and ends December 31, 2026.

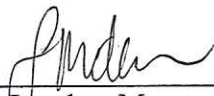
39. Representations and Warranties of Nexstar. Nexstar hereby represents and warrants to Licensee as follows: (a) Nexstar is duly formed, validly existing and in good standing under the laws of its state of organization, and has all corporate or similar power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement, assuming due authorization, execution and delivery by Licensee, has been duly and validly executed by Nexstar and constitutes a valid and binding obligation of Nexstar enforceable against Nexstar in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law); and (c) the execution and delivery of this Agreement by Nexstar and the performance by Nexstar of its obligations hereunder do not: (i) conflict with or breach any provision of the organizational instruments of Nexstar, (ii) conflict with, violate or breach any provision of any law or administrative or judicial order in effect and applicable to Nexstar (including the Communications Laws), or (iii) require any consent or approval of any government authority (including the FCC) on the part of Nexstar.

[SIGNATURE PAGE FOLLOWS]

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

LICENSEE:

KAZT, L.L.C.

By: 
Lynn Londen, Manager

NEXSTAR:

NEXSTAR MEDIA INC.

By: _____
Michael Biard, President and Chief Operating Officer

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

LICENSEE:

KAZT, L.L.C.

By: _____
Lynn Londen, Manager

NEXSTAR:

NEXSTAR MEDIA INC.

By: 
Michael Biard, President and Chief Operating
Officer

EXHIBIT A

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Time Brokerage Agreement ("Time Brokerage Agreement"), dated as of January 1, 2024, by and between KAZT, LLC, an Arizona Limited Liability Company, and Nexstar Media Inc., a Delaware corporation, KAZT, LLC ("Seller") hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys and delivers to Nexstar Media Inc. ("Buyer"), its successors and assigns forever, all right, title and interest, legal or equitable, in and to the Purchased Equipment as specified in the Time Brokerage Agreement. Capitalized terms used in this Bill of Sale and not otherwise defined herein shall have the meanings given to them in the Time Brokerage Agreement.

TO HAVE AND TO HOLD the Purchased Equipment unto Buyer and its successors and assigns forever, subject to applicable law.

Seller, for itself, its successors, and assigns, hereby covenants and agrees that, at any time and from time to time after the Effective Date, promptly upon the written request of Buyer, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer and its successors and assigns title to the Purchased Equipment and to put Buyer in possession and operating control of the Purchased Equipment. To the extent that any of the Purchased Equipment is not actually delivered and turned over by Seller to Buyer at the Effective Date, such Purchased Equipment will be held in trust by Seller for Buyer and will be turned over and delivered to Buyer at any time and from time to time upon demand therefor. Buyer will maintain the sole and exclusive title thereto and all right, title and interest therein, and Seller will have no right, title or interest in or to any such Purchased Equipment, nor will Seller have any retained possessory interest therein or other lien thereon.

The scope, nature and extent of the Purchased Equipment are expressly set forth in the Asset List Schedule. Nothing herein contained will itself change, amend, extend or alter (nor should it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Time Brokerage Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Time Brokerage Agreement. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Time Brokerage Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Time Brokerage Agreement and the terms of this instrument, the terms of the Time Brokerage Agreement will govern.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition

hereof, and all of the terms, covenants, conditions, promises and agreements in this instrument shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

This instrument will be binding upon Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

This Bill of Sale is being executed and delivered by Seller as of January 1, 2024 (the "Effective Date").

KAZT, L.L.C.

By: _____
Lynn Londen, Manager

ASSET LIST SCHEDULE

EXHIBIT B

Year	Annual Fee	Monthly Fee
2024	████████	████████
2025	████████	████████
2026	████████	████████
2027	████████	████████
2028	████████	████████
2029	████████	████████
2030	████████	████████
2031	████████	████████

EXHIBIT C

Nexstar agrees to cooperate with the Licensee 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, the Licensee 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, Nexstar will clear with the Licensee's Control Employees the rate Nexstar 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. Nexstar shall broadcast (a) an announcement in a form satisfactory to the Licensee at the beginning of each hour to identify Station KZAT, (b) an announcement at the beginning and end of the broadcast day, to indicate that program time has been purchased by Nexstar, 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 Nexstar is directly or indirectly interested without the same having been approved in advance by the Licensee's Control Employees 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 the Licensee, which reserves the right in its sole discretion to reject any game, contest, or promotion.

X. Licensee's Discretion Paramount. In accordance with the Licensee's responsibility under the Communications Laws, the Licensee 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 the Licensee or its Control Employees would not serve the public interest.

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

XII. Programming Prohibitions. Nexstar 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 Nexstar knows to be fraudulent, misleading, or untrue.

K. Compliance with Law. The programming, including advertising and other material, provided by Nexstar for broadcast on the Station shall comply in all material respects with applicable law including the Communications Laws.

Licensee 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, Nexstar shall submit the same to Licensee for decision before making any commitments in connection therewith.

EXHIBIT D

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

Nexstar Media Inc. ("Nexstar") hereby certifies to KZAT, LLC. ("Licensee") that, with respect to the children's programs provided by Nexstar which were broadcast on KAZT-TV, Prescott, Arizona, Channel 7; KAZT-CD, Phoenix, Arizona, Channel 36, Virtual Channel 27; K17DA-D, Lake Havasu City, Arizona; K20ID-D, Kingman, Arizona; and K24DK-D, Bullhead City, Arizona (collectively the "Station") during the year 202_ (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 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 MEDIA INC.

By: _____

Name: _____

Title: _____

EXHIBIT E

County of _____
State of _____

ANTI-PAYOLA/PLUGOLA AFFIDAVIT

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

1. He is (Position) _____ for Nexstar Media Inc. ("Nexstar").
2. He has acted in the above capacity since (date) _____.
3. With respect to the programming provided by Nexstar and broadcast by KAZT-TV, Prescott, Arizona, Channel 7; KAZT-CD, Phoenix, Arizona, Channel 36, Virtual Channel 27; K17DA-D, Lake Havasu City, Arizona; K20ID-D, Kingman, Arizona; and K24DK-D, Bullhead City, Arizona (collectively the "Station") no matter has been broadcast 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 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 Nexstar, or by any independent contractor engaged by Nexstar 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.
6. Except as may be reflected in Section 7, below, 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 or serviced by Nexstar.

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 _____, 202_.

Notary Public

My commission expires: _____