

## STATION SERVICES AGREEMENT

This Station Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Mission Broadcasting, Inc. (“Licensee”) and Nexstar Media Inc. (“Service Provider”). Licensee and Service Provider are each a “Party” and collectively the “Parties.”

**WHEREAS**, Licensee owns television broadcast station WADL(DT), Mount Clemens, Michigan (the “Station”) that operates in the Detroit Designated Market Area (“DMA”), and

**WHEREAS**, Service Provider does not own, control or have an attributable interest in any television broadcast station in the DMA, and

**WHEREAS**, Licensee desires to obtain certain services (the “Services”) for the Station, and Service Provider desires to provide such Services on the terms and conditions set forth herein,

**NOW, THEREFORE**, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. CERTAIN SERVICES NOT TO BE SHARED.

- a. **Senior Management Personnel.** At all times, the Station will have personnel performing the typical functions of a station manager and a business manager. Such personnel will (i) be retained solely by Licensee and will report solely to Licensee, and (ii) have no involvement or responsibility in respect of the operation of Service Provider or its broadcast television stations.
- b. **Programming.** Licensee will maintain for the Station separate managerial and other personnel to carry out the selection and procurement of programming for the Station, and in no event will the Parties share services, personnel, or information pertaining to such matters, except as set forth in Section 3(g) below.
- c. **Sales.** Service Provider and Licensee are parties to an Agreement for the Sale of Commercial Time for the Station (the “Ad Sales Agreement”). Such agreement governs the terms of Service Provider’s sale of commercial time on the Station.

2. **GENERAL PRINCIPLES; FCC COMPLIANCE.** All arrangements contemplated by this Agreement will be subject to, and are intended to comply in all respects with, the Communications Act of 1934, as amended, the rules, regulations and policies of the Federal Communications Commission (the “FCC”), as in effect from time to time (the “FCC Rules”), and all other applicable laws. The arrangements made pursuant to this Agreement will not be deemed to constitute “joint sales,” “program services,” “time brokerage,” “local marketing,” or similar arrangements or a partnership, joint venture, or agency relationship between the Parties, and no such arrangement will be deemed to give Service Provider any

right to control the policies, operations, management or any other matter relating to the Station. Consistent with the FCC Rules, Licensee shall maintain full control, supervision and direction of the Station, including its management, programming, finances, editorial policies, personnel, facilities and compliance with the FCC Rules, and Service Provider shall control, supervise and direct any employees it utilizes to carry out its obligations under this Agreement.

3. **SERVICES.** Subject to Sections 1 and 2 above, Service Provider and Licensee have agreed as follows with respect to the Services:

- a. **Execution of Promotional Policies.** Subject to direction and control by Licensee's management personnel, Service Provider personnel will implement and execute the promotional policy for the Station. Such implementation and execution will include such tasks as graphic design, production, and media placement and buying.
- b. **Continuity and Traffic Support.** Subject to direction and control by management personnel of Licensee, Service Provider personnel will carry out continuity, traffic and other such tasks with respect to the Station.
- c. **Master Control.** Master control operators and related employees of Service Provider may carry out master control functions for the Station subject to the direction and control of Licensee's management personnel.
- d. **Payables Support.** Service Provider personnel will not engage in the payment of accounts payable of Licensee arising under contracts for the license of programming run or to be run on the Station or the payment of Licensee's payroll with respect to the Station. Subject to direction and control by management personnel of Licensee, Service Provider may provide payables support (but shall not make any payments) for such obligations and for the Station's other obligations incurred in the normal course of business.
- e. **Financial Services.** Subject to direction and control by management personnel of Licensee, Service Provider personnel may assist the Station with the preparation of monthly accounting statements and other financial reporting activities as necessary in the ordinary course of the business.
- f. **Transmission Facilities Maintenance.** Subject to direction and control by Licensee's management personnel, Service Provider personnel will maintain and repair (as needed) the transmission facilities of the Station.
- g. **Program Support.** Subject to the direction and control of Licensee, Service Provider may upon Licensee's request assist Licensee in procuring programming for broadcast on the Station; provided that Licensee shall have sole decision-making authority for the selection of all programming aired on the Station. For clarity, Licensee shall remain responsible for ensuring that programming broadcast on the Station conforms to all FCC rules, regulations and policies and is responsive

to issues of public concern in the local community. In the event that Licensee wishes to air locally produced news programming on the Station, and requests Service Provider's assistance therewith, the Parties agree to negotiate in good faith an amendment to this Agreement setting forth the terms and conditions under which support for such local news programming may be provided.

- h. Contract Negotiations.** Service Provider personnel may review and assist Licensee personnel in the negotiation of certain contracts related to, or necessary for, the operation of the Station; provided that Licensee shall have ultimate decision-making authority over the terms of such contracts.
  - i. Retransmission Consent.** Licensee may at its discretion delegate to Service Provider the authority to negotiate retransmission consent for the Station. In accordance herewith, Licensee hereby delegates authority to Service Provider to negotiate retransmission consent for the Station with respect to all MVPDs in the DMA, effective as of the Effective Date. Such delegation shall remain in effect, subject to Section 6, unless and until withdrawn by Licensee in its sole discretion. During the effective period of such delegation, Service Provider shall administer the collection of all retransmission consent fees on behalf of the Station with respect to all MVPDs in the DMA and shall, upon receipt, remit such fees to Licensee.
- 4. SERVICES FEE.** In consideration for the services to be provided to the Station by Service Provider pursuant to this Agreement, Licensee shall pay to Service Provider with respect to each calendar month during the Term (defined below) of this Agreement an amount equal to the sum of the Base SSA Amount and the Performance Bonus, if any, as described in and calculated in accordance with Schedule A hereto. The Base SSA Amount and the Performance Bonus, if any, are herein collectively sometimes referred to as the "Services Fee" and shall be paid in the circumstances and subject to the further terms and conditions described in Schedule A hereto. The Services Fee will be payable monthly, in arrears, as set forth in Schedule A hereto and will be prorated on a daily basis for the first and last months during which this Agreement is in effect. The payment of the Services Fee hereunder shall be netted against payments under the Ad Sales Agreement.
- 5. FORCE MAJEURE.** If a *force majeure* event such as a strike, labor dispute, fire, flood or other act of God, failure or delay of technical equipment, war, public disaster, or other reason beyond the reasonable cause or control of Service Provider or Licensee prevents such Party or its personnel from performing tasks which it is required to perform under this Agreement during any period of time, then such failure will not be a breach of this Agreement and such Party will be excused from such performance during that time.
- 6. UNENFORCEABILITY.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other

terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement, the Parties shall negotiate in good faith to revise any such provision of this Agreement in an effort to comply with all applicable FCC Rules, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement. The Parties agree that, upon the request of either of them, they will join in requesting the view of the staff of the FCC, to the extent necessary, with respect to the revision of any provision of this Agreement in accordance with the foregoing. If the Parties are unable to negotiate a mutually acceptable modified Agreement, then either Party may terminate this Agreement upon written notice to the other. Upon such termination, Licensee shall pay to Service Provider all accrued and unpaid Service Fees and each Party shall be relieved of any further obligations under this Agreement (except indemnification obligations).

7. **TERM OF SHARING ARRANGEMENTS.** The term of this Agreement shall commence on the Effective Date. The initial term of this Agreement is eight (8) years. Unless otherwise terminated by either Party, the term of this Agreement shall be extended automatically for successive additional eight (8) year terms (collectively, the “Term”). Either Party may terminate this Agreement at the end of each eight-year term by providing six months’ prior written notice to the other Party.
8. **INSURANCE.** Service Provider and Licensee will each maintain the following types of insurance coverage for no less than the indicated amounts and will deliver to the other Party upon request a certificate of insurance showing the following: (A) comprehensive general liability insurance in an amount of \$1,000,000; (B) workers’ compensation and/or disability insurance; and (C) libel/defamation/First Amendment liability insurance, with a deductible of no more than \$250,000. Each Party will name the other Party as an additional insured on these policies.
9. **EVENT OF DEFAULT.** It shall constitute an “Event of Default” under this Agreement if a Party materially defaults in the observance or performance of any covenant, condition or agreement contained herein and such default shall not have been cured within thirty (30) days after the non-defaulting Party has provided the other Party with written notice specifying the actions necessary to cure within such period (“Cure Period”). The Cure Period may be extended (in writing only and only by the non-defaulting Party) for a reasonable period of time if the defaulting Party is acting diligently and in good faith to cure and such delay is not materially adverse to the non-defaulting Party.
10. **TERMINATION.**
  - a. **Mutual Agreement.** The Parties may terminate this Agreement by mutual written agreement.
  - 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 of 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, takes, or proposes to take any action which could result in a Governmental Termination Event, then either Party may seek administrative or judicial relief therefrom (in which event the other Party will cooperate with such effort in any reasonable manner requested) and consult with such agency or authority 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 under this Agreement. If a Governmental Termination Event occurs, then the Term will continue until the date upon which this Agreement is required to terminate as mandated by the agency or authority which brought about such Governmental Termination Event.

**c. Termination upon Default.**

i. Licensee may terminate this Agreement upon written notice to Service Provider if: (i) Service Provider fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period; or (ii) Service Provider breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

ii. Service Provider may terminate this Agreement upon written notice to Licensee if: (i) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period; or (ii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

iii. If this Agreement is terminated for any reason, the Parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the Parties to the *status quo ante*. Termination of this Agreement shall not relieve any Party from liability for breach of this Agreement.

**d. Upon Sale.** This Agreement will terminate (i) upon the consummation of the purchase of the assets of the Station by Service Provider (to the extent permitted by the FCC's Rules) or (ii) at Service Provider's option, if the assets of the Station are sold to a party other than Service Provider.

**e. Obligations.** No termination of this Agreement will affect Licensee's duty to pay any Services Fees accrued, or to reimburse any cost or expense incurred, prior to the effective date of any termination or partial termination.

- 11. INDEMNIFICATION.** Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorneys' fees and costs and expenses related thereto) suffered or incurred by a Party (a) resulting from the other Party's breach of any obligations hereunder or (b) as a result of or in connection with any third party claims to the extent such claims relate to the other Party's actions under this Agreement. The obligations under this Section shall survive any termination of this Agreement.
- 12. AMENDMENT AND WAIVER.** No amendment, supplement, modification or waiver of any provision of this Agreement will be effective unless the same is in writing and signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought, and such amendment, supplement, modification or waiver will be effective only in the specific instance and for the purpose for which given.
- 13. NOTICES.** All notices, demands and other communications given or delivered under this Agreement will be in writing and will be deemed to have been given when personally delivered or delivered by express courier service. Notices, demands and communications to Service Provider or Licensee will, unless another address is specified in writing, be sent to the address indicated below:

To Licensee:

Mission Broadcasting, Inc.  
4822 Kemp Blvd, Ste 300  
Wichita Falls, TX 76308  
Attention: Dennis Thatcher

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

Wiley Rein LLP  
2050 M Street NW  
Washington, D.C. 20036  
Attention: Greg Masters

To Service Provider:

Nexstar Media Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, TX 75062  
Attention: Thomas E. Carter, President and COO

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

Nexstar Media Inc.  
545 E. John Carpenter Freeway  
Suite 700

Irving, TX 75062  
Attention: General Counsel

- 14. ASSIGNMENT; BINDING AGREEMENT.** 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. 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.
- 15. 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.
- 16. NO STRICT CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 17. CAPTIONS.** The captions used in this Agreement are for convenience of reference only, do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.
- 18. AUTHORITY; ENTIRE AGREEMENT.** Each of Licensee and Service Provider represent that it is legally qualified and able to enter into this Agreement. This Agreement, the Ad Sales Agreement and the Option Agreement being entered into concurrently herewith embody the entire agreement between the Parties with respect to the subject matter hereof and thereof, 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, and there are no other agreements, representations, or understandings, oral or written, between them with respect thereto with respect to the subject matter hereof and thereof.
- 19. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

**20. GOVERNING LAW.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision. In furtherance of the foregoing, the internal law of the State of New York will control the interpretation and construction of this Agreement (and all schedules and exhibits hereto), even if under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

**21. WAIVER OF JURY TRIAL.** AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT (EACH PARTY HAVING HAD OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

**22. OTHER DEFINITIONAL PROVISIONS.** The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Section references contained in this Agreement are references to Sections in this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used in this Agreement has a comparable meaning whether used in a masculine, feminine or gender-neutral form. Whenever the term "including" is used in this Agreement (whether or not that term is followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification.

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*Signature Page Follows*

**SIGNATURE PAGE**  
**STATION SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Station Services Agreement as of the Effective Date.

**MISSION BROADCASTING, INC.**

By:  
Name: Dennis Thatcher  
Title: President

**NEXSTAR MEDIA INC.**

By:  
Name: Thomas E. Carter  
Title: President and COO

## SCHEDULE A SERVICES FEE

For each calendar month during the Term, Licensee shall pay, or shall cause to be paid, to Service Provider the Services Fee, consisting of the sum of the Base SSA Amount and a performance bonus (the “Performance Bonus”), if any. The Performance Bonus, if any, shall be determined as set forth in this Schedule A.

1. **Definitions.** The “Base SSA Amount” shall be an amount equal to One Hundred Fifty-Five Thousand and Five Hundred Dollars (\$155,500) per month. On the first day of the thirteenth month from the Effective Date (the “Anniversary Date”), and on each annual anniversary of the Anniversary Date thereafter, the Base SSA Amount will increase by three percent (3.0%) of the prior Base SSA Amount.

2. **Determination of Performance Bonus.** To the degree that Licensee determines in good faith that Service Provider’s performance has contributed to an increase in the performance of the Station, Service Provider shall be eligible to receive a Performance Bonus with respect to the applicable month, which, if any, shall be in an amount determined by Licensee to reflect the value of the services provided by Service Provider relative to the performance of the Station for such month, which determination shall be in the sole and absolute discretion of Licensee.

3. **Administration and Payment of Services Fee.** No later than the fifteenth (15th) day of each calendar month during the Term, Service Provider shall deliver to Licensee a statement (the “Monthly Statement”) setting forth the total aggregate amount of the Accounts Receivable (as such term is defined in the Ad Sales Agreement) for the preceding calendar month. Except as the Parties may otherwise agree, the Services Fee shall be due and payable within five (5) business days of receipt by Licensee of such Monthly Statement and shall be subject to prior delivery and payment of the Monthly Payment (as defined in the Ad Sales Agreement) for such month. Solely in the event that Licensee shall determine, in its sole discretion, in accordance with Section 2 above of this Schedule A, that a Performance Bonus shall be payable in respect of a given month, Licensee shall notify Service Provider of such determination and the amount, if any, of such Performance Bonus and, in such event, the Monthly Statement shall be adjusted to reflect such Performance Bonus, which shall be payable (y) to the extent reasonably practicable, concurrently with the Services Fee or (z) at such other time as Licensee shall reasonably determine. In order to promote the administration of the payment obligations between the Parties under this Agreement and the Ad Sales Agreement (individually and collectively, the “Principal Agreements”), the Parties agree that (a) the amounts due and payable by one Party under either of the Principal Agreements may be offset against any outstanding payment obligation by the other Party under either of the Principal Agreements; and (b) to the extent reasonably practicable, Service Provider shall deliver to Licensee in connection with the payment of the Services Fee a single statement reflecting the respective payment obligations of the Parties under each of the Principal Agreements, which statement shall reflect any offsetting amounts.