

LOCAL MARKETING AGREEMENT

THIS LOCAL MARKETING AGREEMENT (this “Agreement”) is made as of May 19, 2023 between Citadel Communications, LLC, a Delaware limited liability company (“Licensee”) and Nexstar Media Inc., a Delaware corporation (“Programmer”). Each of Licensee and Programmer is a “party” and collectively, the “parties.”

Recitals

- A. Licensee owns and operates low power digital television station WSNN-LD, Sarasota, Florida (FCC Facility ID 189978) (the “Station”) pursuant to a license issued by the Federal Communications Commission (“FCC”).
- B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.
- C. Licensee and the Programmer have entered into an Asset Purchase Agreement (the “Purchase Agreement”) pursuant to which the Programmer will, subject to FCC consent and certain other terms and conditions, purchase substantially all of the assets of the Station.

Agreement

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. Term. The term of this Agreement (the “Term”) shall commence on June 1, 2023 (the “Commencement Date”), and will continue until the earlier of (i) the Closing (as such term is defined in the Purchase Agreement) or (ii) the termination of this Agreement pursuant to the terms hereof (the “Term”).
2. Programming. During the Term, Licensee shall make available to Programmer all of the airtime on the Station (including the primary and all secondary program streams and ancillary uses) for programming provided by Programmer (the “Programs”) for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week. Without limiting the foregoing, Programmer is entitled to use all of the Station’s digital transmission capacity. During the Term, Programmer will transmit, at Programmer’s expense, the Programs to the Station’s transmitting facilities in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station’s broadcast prior to the Commencement Date, and Licensee shall broadcast the Programs on the Station, subject to the provisions of Section 5 below.
3. Revenues. During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station (including the setting of all rates related thereto) and for the collection of accounts receivable arising therefrom; and Programmer shall be entitled to all

revenues of the Station that are attributable to periods on and after the Commencement Date (including without limitation all revenues from the Station's website, and retransmission consent, if any) (such revenues, "Programmer Revenues"). Licensee shall retain all revenues attributable to periods prior to the Commencement Date (such revenues, "Licensee Revenues"). All Licensee Revenues collected during the Term shall be deposited in Licensee's bank account promptly upon receipt. All Programmer Revenues collected during the Term shall be deposited in Programmer's bank account promptly upon receipt. All advertising announcements furnished by Programmer shall comply with applicable federal, state, and local regulations and pertinent governmental policies, including, but not limited to, lottery restrictions, prohibitions on obscenity and indecency, deceptive advertising, false representations or deception of any kind, and political broadcasting rules. Programmer will not discriminate in advertising sales based on race or ethnicity.

4. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto. To the extent reasonably necessary to perform this Agreement, during the Term, Licensee shall provide Programmer with the benefits of any of the Station's contracts and agreements and Programmer shall perform the obligations of Licensee thereunder, to the extent of the benefits received.

5. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with the rules, regulations and policies of the FCC and all other applicable laws (collectively, "Laws"). Licensee will employ personnel as necessary to comply with applicable Laws and retain control over the policies, programming and operations of the Station.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local communities. Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state or national emergency or (iii) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification rules. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall broadcast substitute programming of equal or greater value to Programmer.

(c) Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions. Each party shall deliver to the other a copy of any letters of complaint it receives with respect to the Station.

6. Programs.

(a) Licensee acknowledges that it is familiar with the type of programming Programmer currently produces or licenses and has determined that the broadcast of such programming on the Station would serve the public interest. Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Licensee. Without limiting the foregoing, the Programs shall at all times comply with all of the following:

- i. all Laws governing or requiring sponsorship identification, including but not limited to 47 U.S.C. Sec. 317, 47 U.S.C. Sec. 507 and 47 C.F.R. Sec. 73.1212;
- ii. all Laws governing political and controversial issue programming and advertising, including but not limited to the Bipartisan Campaign Reform Act of 2002 and 47 C.F.R. Sections 73.1212, 73.1912 and 73.3526. Programmer will provide Licensee with all documentation regarding political programming and advertising required to be retained by or placed in the public inspection file of the Station;
- iii. all Laws governing children's television programming and commercial matter within children's television programming, to the extent applicable;
- iv. all Laws governing the closed captioning of programming for the hearing impaired and/or video description for the sight impaired;
- v. all Laws governing or prohibiting the transmission of indecent, profane or obscene content; and
- vi. all Laws related to copyrights, third party rights, libel, slander or privacy rights.
- vii. all Laws related to the FCC foreign sponsorship identification. Specifically, with respect to any programming to be aired in exchange for consideration throughout the term of this agreement (including, in the case of any political program or any program involving discussion of a controversial issue of public importance, any programming even if provided to the station for free as an inducement for the station to broadcast the programming), Programmer hereby represents, warrants, agrees, and certifies to Licensee that:
 - A. The parties have informed each other of the foreign sponsorship disclosure requirements adopted by the Federal Communications Commission (the "FCC") in [MB Docket No. 20-299, FCC 21-42 \(April 22, 2021\)](#) and codified in [Section 73.1212\(j\)](#) of the FCC's rules (the "[Foreign Sponsorship Disclosure Requirements](#)"); and Programmer hereby confirms that Programmer is familiar with the Foreign Sponsorship Disclosure

Requirements, as well as the cross-referenced definitional and other provisions set forth in [Title 22, Chapter 11, Subchapter II](#) of the United States Code;

- B. Programmer does not itself fall into any of the categories that would qualify it as a “[foreign governmental entity](#)” under the Foreign Sponsorship Disclosure Requirements and cross-referenced definitional and other provisions;
- C. Programmer does not know of anyone involved in the production or distribution of programming that will be aired pursuant to this LMA, or pursuant to any sub-local marketing or broker agreement, to the extent any such sub-local marketing or broker agreements are permitted, that qualifies as a “[foreign governmental entity](#)” and has provided some type of inducement to air the programming; and
- D. Programmer will promptly notify Licensee of any change in Programmer’s status or knowledge sufficient to make the representations, warranties, agreements, and certifications in this section no longer true or correct and will provide Licensee with any information that Licensee is required to report to the FCC or other governmental agency and/or (if applicable) place in its online public inspection file.

Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Programmer will provide such public interest programming as necessary to meet Licensee’s FCC obligations, as applicable, provided it will remain Licensee’s obligation to ascertain the needs and interests of the Station’s community.

(c) During the Term, Licensee and Programmer will maintain music licenses with respect to the Station and the Programs, as appropriate.

(d) Licensee will comply with all reasonable requests of Programmer 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 Programmer’s activities with regard to the Station pursuant to this Agreement.

7. Expenses. Programmer shall reimburse Licensee for all expenses of the Station that are attributable to periods on and after the Commencement Date, and Licensee shall be responsible for all expenses of the Station that are attributable to periods prior to the Commencement Date. During the Term, Licensee will pay for maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station’s broadcast operations in accordance with FCC rules and policies and applicable law,

and all utilities supplied to its main studio and transmitter sites. Licensee will provide all personnel necessary for the broadcast transmission of the Programs (once received at its transmitter site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel during the Term. Programmer shall reimburse Licensee for such expenses as set forth in Schedule A. Programmer will be responsible for costs and expenses arising from Programmer's activities under this Agreement.

8. Call Signs. During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters in its Programs and in any promotional material in any media used in connection with the Programs.

9. Facilities.

(a) During the Term, Licensee shall maintain the operating power of the Station at the maximum level authorized by the FCC for the Station and shall repair and maintain Licensee's studio and transmission facilities and equipment in good operating condition.

(b) During the Term, Licensee shall provide Programmer access to and the use of Licensee's studio and office facilities. When on Licensee's premises, Programmer's personnel shall be subject to the direction and control of Licensee's management personnel and shall not act contrary to the terms of any lease for such premises.

10. Insurance. Programmer and Licensee will each carry (A) comprehensive general liability insurance with reputable companies covering their activities under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000.00); (B) worker's 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.

11. Representations. Programmer and Licensee each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in the State of Florida, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound, and (v) it will comply with all Laws applicable to its operations hereunder.

12. Termination.

(a) Termination Upon Closing. Except to the extent otherwise provided in this Agreement, this Agreement will terminate effective upon the Closing; or in the alternative, this Agreement shall terminate automatically upon any termination of the Purchase Agreement.

(b) Licensee may terminate this Agreement upon written notice to Programmer if: (i) Programmer fails to observe or perform any obligation contained in this Agreement in any material respect, which is not cured within the Cure Period (defined below); or

(c) Programmer breaches any representation or warranty made by it under this Agreement in any material respect, which is not cured within the Cure Period.

(d) Programmer 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.

(e) The term “Cure Period” means a period commencing on the date Licensee or Programmer receives written notice from the other of a breach or default hereunder and continuing until the date thirty (30) calendar days thereafter. 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.

(f) In the event any court or federal, state or local government authority orders or takes any action which becomes effective and which requires the termination or material curtailment of Programmer’s activities under this Agreement, and such action becomes a final order, the parties will use their reasonable efforts and negotiate in good faith a modification to this Agreement which would, to the extent possible, maintain the intent of the parties and the economic and other benefits of this Agreement.

13. Indemnification. Programmer shall indemnify and hold Licensee harmless against any and all liability (including but not limited to FCC forfeitures) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or violations of FCC rules and other Laws resulting from the broadcast of the Programs on the Station, and Programmer’s breach of any obligations hereunder. Licensee shall indemnify and hold Programmer harmless against any and all liability (including but not limited to FCC forfeitures) for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, infringement of copyrights and proprietary rights, or violations of FCC rules and other Laws resulting from the broadcast of Licensee’s programming on the Station, and Licensee’s breach of any obligations hereunder.

The obligations under this Section shall survive any termination of this Agreement. The procedures for making a claim for indemnification under this Section and defending and settling any related third-party claim related hereto will be identical to those set forth in the Purchase Agreement as if set forth herein.

14. Assignment. Licensee may not assign this Agreement without Programmer's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Programmer may assign this Agreement to an affiliate or subsidiary without the consent of Licensee. Programmer may not otherwise assign this Agreement without the prior written consent of Licensee, which consent shall not be unreasonably withheld, delayed, or conditioned. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

15. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall place a copy of this Agreement in the Station's online public inspection file to the extent required by FCC Rules.

16. Miscellaneous. 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. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by both parties hereto. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of Delaware without giving effect to the choice of law provisions thereof. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof. 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.

17. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received

on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice in accordance with this Section):

if to Licensee:

Citadel Communications, LLC
117 Pondfield Road
Bronxville, NY 10708
Attention: Philip J. Lombardo, President

if to Programmer:

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

18. Certifications. Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(b) and (c).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

NEXSTAR MEDIA INC.

By:


Thomas E. Carter, President

LICENSEE:

CITADEL COMMUNICATIONS, LLC

By:

Philip J. Lombardo, President

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

NEXSTAR MEDIA INC.

By: _____
Thomas E. Carter, President

LICENSEE:

CITADEL COMMUNICATIONS, LLC

By: Philip J. Lombardo
Philip J. Lombardo, President

SCHEDULE A

Estimated Operating Expenses		
June 2023		
SNN 2040 6th st	WSNN -LD	Total
Expenses by Department	Expenses by Department	
Direct -	Direct	
Technical	Technical	
Programming	Programming	
News	News	
Sales	Sales	
Ad & Promo	Ad & Promo	
General & Admin	General & Admin	
Total Expense	Total Expense	
Department Detail	Department Detail	
Direct	Technical	
License Fees	License Fees	
Other	Other	
Department Detail	Department Detail	
Technical	Technical	
Salaries	Salaries	
Maint/Repair	Maint/Repair	
Programming	Programming	
Salaries - Regular	Salaries - Regular	
Salaries - OT	Salaries - OT	
Talent Fees	Talent Fees	
Tapes & Music	Tapes & Music	
Other	Other	
News	News	
Salaries - Regular	Salaries - Regular	
Salaries - OT	Salaries - OT	
Entertainment	Entertainment	
Maint/Repair	Maint/Repair	
News Service	News Service	
Other	Other	
Sales	Sales	
Salaries - Regular	Salaries - Regular	
Travel	Travel	
Entertainment	Entertainment	
Bad Debts	Bad Debts	
Bonuses	Bonuses	
Website Fees	Website Fees	
Other	Other	
Comm - Local	Comm - Local	
Comm - National	Comm - National	
Ad & Promo	Ad & Promo	
Salaries	Salaries	
Other	Other	
General & Admin	General & Admin	
Salaries - Regular	Salaries - Regular	
Dues & Subs	Dues & Subs	
Maint/Repair	Maint/Repair	
Insurance - General	Insurance - General	
Insurance - Employee	Insurance - Employee	
Utilities	Utilities	
Telephone	Telephone	
Office Supplies	Office Supplies	
Postage & Freight	Postage & Freight	
Taxes - Payroll	Taxes - Payroll	
Taxes - Property	Taxes - Property	
Rent	Rent	
Data Processing	Data Processing	
General	General	
Other	Other	
Total Expenses	Total Expenses	

The rental at the studio site is \$[REDACTED] a month through the LMA period