

RECIPROCAL TRADE AGREEMENT

This Reciprocal Trade Agreement (Agreement) for the consideration of goods is made by and between Nexstar Broadcasting, Inc. for [WJBF/WJBF.com] and the following:

ADVERTISER:	Augusta Aviation Commission (DBA Augusta Regional Airport)
ADDRESS:	1501 Aviation Way
CITY STATE ZIP	Augusta GA 30906

- 1 ADVERTISER shall furnish to STATION and STATION hereby agrees to acquire the following from ADVERTISER:
 - Weather Camera location at Augusta Regional Airport for use by WJBF-TV Meteorologist Team during Newscasts and Severe Weather Updates.
- In consideration of the commitment entered into by ADVERTISER in paragraph 1, STATION hereby agrees to furnish to ADVERTISER spot and/or digital advertising time with an aggregate value of \$1,250/Month for a period of two years, beginning September 1, 2024 through August 31, 2026 to advertise its products. Total value of \$30,000. Any advertising agency commissions incurred will be paid by advertiser. STATION and ADVERTISER represent that the values set forth above represent the fair market value for the goods and services within the applicable industries.
- 3 STATION reserves the right to approve ADVERTISER'S product, copy, technical film/tape quality, spot content, and/or transcribed commercials; provided such approval shall not be unreasonably withheld. Where not inconsistent with this Agreement, the provisions of the STATION'S standard contract for spot broadcasting (Standard Terms) shall apply and such provisions are incorporated herein and made a part hereof, as long as such terms do not conflict with Georgia Law.
- 4 STATION agrees to furnish ADVERTISER with affidavits of performance. STATION reserves the right to pre-empt any broadcast or digital ads placed by advertiser. Suitable makegoods will be offered to replace any pre-emptions.
- 5 Reciprocal Trade Agreement advertising may not be used as a credit toward previously contracted and/or future cash advertising agreements.
- 6 Charges for broadcast time or digital ads/services placed under this Agreement shall be based on rates as set forth in STATION'S rate card <u>IN EFFECT AT THE TIME ORDERS ARE PLACED.</u>
- This Agreement shall begin on 9/1/2024 and expire and terminate on 8/31/2026. Any advertising not used by ADVERTISER and any services and/or merchandise not used by STATION by the expiration date shown are hereby waived and canceled by both parties. Terms of this Agreement can only be extended with the written consent of both parties. This Agreement may not be assigned by either party without the written consent of the other party; provided, however, Station may assign this Agreement to any third party that acquires substantially all of the assets of the Station upon written notice to Advertiser.
- 8 In no event shall the rights to such advertising be assigned, transferred, or offered for re-sale by ADVERTISER to any third party, agency, or time broker, or otherwise used in any way other than in accordance with the terms of this Agreement.
- ADVERTISER acknowledges advertising broadcast by STATION may be distributed to viewers via Internet-based distributors (e.g., OTT providers) as a part of the simultaneous retransmission of STATION'S signal by such providers; and that, by its signature below, ADVERTISER consents to the distribution of its advertising under this Agreement via such providers.
- In the event of a default by either party in the performance of its obligations under this Agreement, the non-defaulting party shall have the right to terminate this Agreement by delivery of a written termination notice to the party who is default in the performance of this Agreement when the party in default does not cure a default to the satisfaction of the non-defaulting party within thirty (30) days after the written notice; provided, that if the value of the advertising STATION has provided as of such termination date exceeds the value of the goods and services that Advertiser has provided to STATION then ADVERTISER shall provide STATION with additional goods and services in the quantity

necessary to ensure that the total value of goods and services received by STATION hereunder equals the total value of advertising the STATION has provided hereunder.

- Miscellaneous: The parties shall be independent contractors in the performance of this Agreement and nothing 11 herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. This Agreement shall be binding upon the parties hereto, their successor and assigns. Each party represents and warrants that (i) it is the lawful owner of the goods and services being exchanged, (ii) there are no claims or liens against the goods or services being offered, and (iii) it has the full rights and authority to make and execute this Agreement. This Agreement shall be governed by the laws of the State of Georgia without giving effect to any choice of law or conflict of law provision. This Agreement and the Standard Terms constitute 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. No amendment, supplement, modification or waiver of any provision of this Agreement will be effective unless the same will be in writing and signed by the parties hereto, and such amendment, supplement, modification or waiver will be effective only in the specific instance and for the purpose for which given. This Agreement shall not be deemed effective until a copy with all required STATION signatures is provided to ADVERTISER.
- 12. STATION agrees to relinquish the doppler radar allowing ADVERTISER to take over ownership of this property. ADVERTISER will then be allowed to make decisions to include but not limited to any necessary updates and appearance of the doppler.

The parties are entering into an exchange of services, no-cost contract as outlined in the terms of the associated

trade/barter agreement document. **Account Executive** Scott Skadan (Signature) (Printed Name) **Client Approval** Station Approval (Printed Name (Signature (Sales Manager Station Approval Carter Murphy (Signature) (Printed Name) (VP/General Manager) Ron Romines 11/4/24 Station Approval Ron Romines (Signature) (Printed Name) (Date)

(SVP/ Regional Manager)