EDGAR pro
by EDGAR Online

NEXSTAR MEDIA GROUP, INC.

FORM 8-K
(Current report filing)

Filed 11/25/26 for the Period Ending 11/24/26

Address	545 EAST JOHN CARPENTER FREEWAY SUITE 700 IRVING, TX, 75062
Telephone	972-373-8800
CIK	0001142417
Symbol	NXST
SIC Code	4833 - Television Broadcasting Stations
Industry	Broadcasting
Sector	Consumer Cyclicals
Fiscal Year	12/31

Powered By EDGAR Online
https://www.edgar-online.com
© Copyright 2026, EDGAR Online LLC, a subsidiary of OTC Markets Group. All Rights Reserved.
Distribution and use of this document restricted under EDGAR Online LLC, a subsidiary of OTC Markets Group, Terms of Use.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 24, 2026

NEXSTAR MEDIA GROUP, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**000-50478**	**23-3083125**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

545 E. John Carpenter Freeway	
Suite 700	
Irving, Texas	**75062**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: 972 373-8800

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock	NXST	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 23, 2026, Nexstar Media Group, Inc. (the "Company") entered into an Executive Employment Agreement (the "Employment Agreement") with Dana Zimmer, President, Distribution and Strategy, effective September 19, 2026 through September 18, 2029 (the "Term"), with automatic renewal for successive one-year periods thereafter. Ms. Zimmer will be paid an annual base salary of $1,300,000 and will be eligible to earn a target annual bonus equal to 100% of her annual base salary, at the discretion of the CEO based on certain criteria as set forth in the Employment Agreement. In addition, Ms. Zimmer will be eligible to receive annual long-term equity incentive awards with a target of 8,000 restricted stock units comprised of 50% time-based restricted stock units and 50% performance-based restricted stock units.

If Ms. Zimmer's employment is terminated by the Company without Cause or by Ms. Zimmer with Good Reason (each, a "Qualifying Termination" and each term, as defined in the Employment Agreement), Ms. Zimmer is entitled to payment equal to 100% of base salary, plus Ms. Zimmer's pro-rata portion of her target annual bonus, plus an additional $31,000. In the event of Ms. Zimmer's termination due to death or Disability (as defined in the Employment Agreement), Ms. Zimmer is entitled to receive a pro-rata portion of her annual bonus based on actual results for such year had Ms. Zimmer remained employed through the payment date. The Employment Agreement also contains a one-year post-employment non-compete and a perpetual non-disclosure obligation.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the complete copy of that agreement that is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Executive Employment Agreement between Dana Zimmer and Nexstar Media Group, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NEXSTAR MEDIA GROUP, INC.

Date: November 25, 2026

By: /s/ Lee Ann Gliha
Name: Lee Ann Gliha
Title: Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 10.1

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of November 23, 2026, but made to be effective as of September 19, 2026 (the "Effective Date") by and between Dana Zimmer, an individual resident of Pennsylvania ("Executive"), and Nexstar Media Group, Inc., a Delaware corporation (the "Company").

WHEREAS, Executive and the Company are parties to that certain Executive Employment Agreement dated as of September 19, 2023, which agreement expired on September 18, 2026 (the "Original Agreement").

WHEREAS, the Company desires to continue to retain the services of Executive as President, Distribution & Strategy, and Executive desires to be employed by the Company under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and the mutual benefits to be derived from this Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Position and Duties. Subject to the terms and conditions of this Agreement, during the term of this Agreement (which will commence on September 19, 2026), the Company will continue to employ Executive and Executive will continue to serve as President, Distribution & Strategy. Executive will devote her best efforts to her employment with the Company and will devote substantially all of her business time and attention to the performance of her duties under this Agreement; provided that the foregoing will not preclude Executive from devoting reasonable time to the supervision of her personal investments, civic and charitable affairs and serving on other boards, provided, that such activities do not materially interfere with the performance of Executive's duties hereunder and, with respect to service on any board, the CEO has consented in writing thereto.

2. Term of Employment. Unless terminated earlier as provided in Paragraph 3, the Company's employment of Executive under this Agreement will continue until September 18, 2029 (the "Term"), provided, however, that the Term will be automatically renewed and extended for successive one-year periods (the first of which will commence on September 19, 2029,) unless, at least ninety (90) days prior to the end of the Term or any subsequent renewal term, Executive or the Company gives written notice to the other party of the notifying party's intent not to renew the term of employment under this Agreement as of the end of the then current term.

3. Termination. The Company's employment of Executive under this Agreement may terminate prior to the end of the Term, or any subsequent renewal term, specified in Paragraph 2 hereof only under the following circumstances:

(a) Death. Executive's death, in which case Executive's employment will terminate on the date of death.

(b) Disability. If Executive's illness, physical or mental disability or other incapacity results in Executive's inability to perform, with or without reasonable accommodation (as defined under the Americans with Disabilities Act), Executive's duties under this Agreement for any period of six (6) consecutive months, and within thirty (30) days after written notice of termination is given by the Company to Executive (which may occur before or after the end of such six-month period), Executive does not return to the performance of Executive's duties hereunder on a full-time basis, then the Company may terminate Executive's employment hereunder effective on or after the later of (i) the expiration of such six (6) month period or (ii) the thirty-first (31st) day after written notice of termination is given by the Company.

(c) Termination by the Company for Cause. The Company may terminate Executive's employment at any time for Cause (as defined herein), such termination to be effective as of the date stated in a written notice of termination delivered by the Company to Executive. For the purposes of this Agreement, "Cause" is defined to mean any of the following: (i) the conviction of Executive of a felony or a crime involving moral turpitude; (ii) the commission by Executive of any act involving dishonesty, disloyalty or fraud with respect to the Company or any of its subsidiaries or affiliates; (iii) Executive's substantial repeated failure to perform material job duties that are consistent with the terms of this Agreement and the position specified in Paragraph 1, which is not cured within thirty (30) days after written notice thereof to Executive; (iv) willful and material violation of Company policy; (v) gross negligence or willful misconduct with respect to the Company or any of its subsidiaries or affiliates, in each instance which has caused or is reasonably likely to cause material harm to the Company; (vi) willful insubordination; or (vii) any other material breach of a material provision of this Agreement, which is not cured within thirty (30) days after written notice thereof to Executive.

(d) Termination by the Company Other Than for Cause. The Company may terminate Executive's employment for any reason or for no reason, other than for Cause and including in connection with a Change in Control (as defined in Paragraph 21(d)), upon thirty (30) days prior written notice to Executive, subject to payment of the termination payments specified in Paragraph 6 hereof. Such termination will be effective as of the date stated in a written notice of termination delivered by the Company to Executive.

(e) Termination by Executive for Good Reason. Executive may terminate her employment hereunder at any time for Good Reason, such termination to be effective as of the date stated in a written notice of termination delivered by Executive to the Company (or such earlier date after the delivery of such notice as the Company may elect). For purposes of this Agreement, "Good Reason" shall mean any of the following (i) a material reduction in the job duties, responsibilities, authority, or position of Executive, (ii) a material breach by the Company of a material provision of this Agreement which adversely affects Executive, or (iii) any requirement that Executive relocate or maintain an office more than fifty (50) miles from the Philadelphia, Pennsylvania metropolitan area. Executive must provide the Company with written notice of the existence of the change constituting Good Reason within thirty (30) days of any such event having occurred and allow the Company thirty (30) days to cure the same. If Company fails to cure, Executive must terminate her employment in writing within thirty (30) days following

expiration of the Company's cure period for the termination to be on account of Good Reason or such right shall be waived. A termination of Executive's employment for Good Reason in accordance with this Paragraph 3(e) is intended to be treated as an involuntary separation from service for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

(f) Termination by Executive Without Good Reason. Executive may terminate her employment hereunder without Good Reason - for any other reason or for no reason - upon thirty (30) days prior written notice to the Company. Such termination shall be effective as of the date stated in a written notice of termination delivered by Executive to the Company (or such earlier date after the delivery of such notice as the Company may elect).

(g) Effect of Termination. In no event will the termination of Executive's employment affect the rights and obligations of the parties set forth in this Agreement, except as expressly set forth herein. Any termination of Executive's employment pursuant to this Paragraph 3 will be deemed to include a resignation by Executive of all positions with the Company and each of its subsidiaries and affiliates.

4. Compensation.

(a) Base Salary. During the Term, and any subsequent renewal term, Executive will be entitled to receive an annual base salary ("Base Salary") of $1,300,000.00. This Base Salary will be reviewed annually and may be adjusted.

(b) Discretionary Bonus. After the end of each Company fiscal year during the term of this Agreement, Executive will be eligible to receive an annual bonus (the "Bonus"), in an amount, if any, up to a target of one hundred percent (100%) of Executive's annual base salary in effect at the end of that fiscal year (or in excess of such amount as the CEO, with the approval of the Compensation Committee of the Board may determine is appropriate in their sole discretion), pro-rated for any partial fiscal year during which Executive is employed by the Company pursuant to this Agreement, to be determined by the CEO based on the following criteria:

1. Fifty percent (50%) earned if Nexstar Media Group, Inc. exceeds ninety percent (90%) of budgeted Net Revenue or Adjusted EBITDA for the fiscal year.
2. Fifty percent (50%) earned at the discretion of the CEO and/or Compensation Committee.

Adjusted EBITDA and Net Revenue targets are those budget metrics set forth in the annual budget approved by the Board of Directors in Q1 of each fiscal year. The CEO and Compensation Committee of the Board, in its discretion, may consider adjustments to Adjusted EBITDA and/or Net Revenue for non-standard, non-recurring items, including but not limited to, restructuring costs, acquisition and divestiture impacts, unusual material tax items, changes in accounting principles and guidance, and other non-recurring items.

(c) Payment. Executive's Base Salary will be paid in equal installments in accordance with the Company's normal payroll practice for its senior executives (but no less frequently than bi-monthly). The discretionary Bonus provided in Paragraph 4(b), if any is granted by the CEO with the approval of the Compensation Committee, will be paid in a single payment as soon as reasonably practical after the independent certified public accountants regularly employed by the Company have made available to the Company the Company's audited financial statements for the appropriate fiscal year. Executive will be eligible to receive payment of her Bonus, if any, provided Executive is employed on the date of payment, except that the Executive will be eligible to receive a "Prorated Bonus" payment for the year in which the Executive terminates employment under the circumstances described in Paragraph 6. Any Prorated Bonus shall be determined by multiplying (i) the actual Bonus the Executive would have been due for the full year based on actual results for such year had the Executive remained employed through the payment date by (i) a fraction, the numerator of which is the number of days between (and inclusive of) the first day of the applicable bonus program year and the date of the Executive's termination of employment, and the denominator of which is the total number of days in the applicable bonus program year), such Prorated Bonus to be payable at the same time bonuses under the annual incentive plan are paid to other senior executives of the Company (and in all events no later than March 15 of the calendar year following the calendar year in which the Executive incurs a termination of employment). All payments under this Agreement will be subject to withholding or deduction by reason of the Federal Insurance Contribution Act, federal income tax, state income tax and all other applicable laws and regulations.

(d) Equity Incentives. Executive shall continue to be eligible to participate in the Company's equity compensation program on terms and conditions consistent with the other senior executives of the Company. Executive's annual equity grant target will be 8,000 Nexstar restricted stock units with fifty percent (50%) being performance based and fifty percent (50%) being time based

5. Fringe Benefits. During the Term and any subsequent renewal term,

(a) Executive will be eligible to participate in Company employee benefits plans and programs generally offered to Company executives of the same level as Executive under the terms and conditions of each such plan or program.

(b) Executive shall also be entitled to paid leave per the Company's paid leave programs; provided however, that any paid leave not taken as of the end of any calendar year will be forfeited.

(c) Executive will continue to receive $750.00 per month for automobile allowance and a $100 cell phone allowance, subject to applicable tax withholdings.

(d) Executive will be reimbursed by the Company for all approved business expenses (which approval shall not be unreasonably withheld) incurred by her on behalf of the Company upon presentation of appropriate documentation.

6. Termination Payments.

(a) Termination Due to Death or Disability. In the event the Executive incurs a termination of employment under Paragraphs 3(a) or 3(b), the Company will make the following payments to the Executive (or Executive's estate):

(i) all accrued and unpaid Base Salary as of the date of termination as provided in Paragraph 4(a), which shall be paid in a lump sum within 30 days of the Executive's termination of employment,

(ii) an amount equal to all accrued but unused vacation time (calculated at the rate of Base Salary in effect on such date), which shall be paid in a lump sum within 30 days of the Executive's termination of employment,

(iii) an amount equal to any earned but unpaid Bonus relating to performance periods preceding the year of the Executive's termination of employment (amounts payable under subparagraphs (i), (ii) and (iii) shall be referred to as "Accrued Benefits"), and

(iv) an amount equal to the Executive's Prorated Bonus, which shall be paid in accordance with Paragraph 4(c).

(b) Termination by the Company for Cause or Voluntary Termination by Executive Without Good Reason. In the event the Executive incurs a termination of employment under Paragraphs 3(c) or 3(f), the Company will pay to the Executive (or Executive's estate pursuant to Paragraph 6(a) hereof) an amount equal to her Accrued Benefits, in a lump sum within 30 days of the Executive's termination of employment.

(c) Termination by the Company Other than for Cause or Termination by the Executive for Good Reason. In the event the Executive incurs a termination of employment under Paragraphs 3(d) or 3(e) then the Company shall pay the Executive an amount equal to the Executive's Accrued Benefits. In addition, subject to the Executive signing a separation agreement containing, among other provisions, a general release of claims in favor of the Company and related persons and entities, confidentiality, return of property, non-disparagement, in a form and manner satisfactory to the Company and which shall not impose any new restrictive covenants beyond those set forth in Paragraph 7 of the Agreement, (the "Separation Agreement and Release") and the Separation Agreement and Release becoming fully effective and irrevocable, all within sixty (60) days of the Executive's termination of employment under Paragraphs 3(d) or 3(e) ("Release Period") the Company will pay to the Executive the following benefits:

(i) an amount equal to twelve (12) months of Executive's then current Base Salary, in a lump sum within sixty (60) days of the Executive's termination of employment,

(ii) in the event the Executive's termination of employment is described under Paragraph 3(d), an amount equal to the Executive's Prorated Bonus, which shall be paid in a lump sum in accordance with Paragraph 4(c),

(iii) in the event the Executive's termination of employment is described under Paragraphs 3(e), an amount equal to the Executive's Prorated Bonus, except that the Prorated Bonus shall be determined based on the Executive's target Bonus in effect on the date of the Executive's termination of employment and shall be payable within sixty (60) days of the Executive's termination of employment, and

(iv) an additional $31,000.00.

(d) The receipt of any severance payments or benefits pursuant to Paragraph 6(c) shall be subject to (i) the Executive's submission to the Company of an executed Separation Agreement and Release that becomes fully effective within the Release Period and (ii) the Executive's compliance with Paragraph 7 and the Separation Agreement and Release. In the event an executed Separation and Release Agreement does not become fully effective within the Release Period or the Executive has failed to comply with Paragraph 7 or the Separation Agreement and Release, the Executive shall forfeit her right to receive any severance payments or benefits under Paragraph 6(c) and the Company shall have the right to recoup from the Executive any previously made severance payments or benefits under Paragraph 6(c).

7. Covenant Not to Compete and Non-Disclosure.

(a) NON-SOLICITATION OF EMPLOYEES. Executive acknowledges and agrees that Company has developed its work force as the result of its investment of substantial time, effort, and expense. During the course and solely as a result of Executive's employment with Company, Executive will come into contact with officers, employees, and/or independent contractors of the Company and affiliated-entities, develop relationships with and acquire information regarding their knowledge, skills, abilities, salaries, commissions, benefits, and/or other matters that are not generally known to the public. Executive further acknowledges and agrees that hiring, recruiting, soliciting, or inducing the termination of such individuals will cause increased expenses and a loss of business. Accordingly, Executive agrees that for a period of twelve months following the termination of Executive's employment (whether termination is voluntary or involuntary), Executive will not directly or through others, on behalf of themselves or another, solicit, attempt to solicit, lure, or hire any of the Company's officers, directors, employees or contractors about whom Executive obtained Confidential Information or knowledge of such individuals' skills and abilities during Executive's employment with the Company, and will not assist or aid in any such activity.

(b) NON-SOLICITATION OF CUSTOMERS. Executive acknowledges and agrees that Company and its subsidiaries have identified, solicited, and developed their customers and developed customer relationships as the result of their investment of significant time, effort, and expense and that Company has a legitimate business interest in protecting these relationships. Executive further acknowledges that Executive would not have been privy to these relationships

were it not for Executive's employment by Company and that the loss of such customers and clients would damage Company and potentially cause Company great and irreparable harm. Consequently, Executive covenants and agrees that during employment with the Company and for twelve months following the termination of Executive's employment with Company (whether such termination is voluntary or involuntary), Executive shall not, directly or through others, for the purpose of diverting business from Company to a Competing Business (defined below), attempt to solicit, solicit, or accept work from any current Company customer or client, or active Company customer prospect, for or with whom Executive: (a) was responsible, in whole or in part, for providing or supervising the provision of services by the Company; (b) developed a relationship with the current or prospective customer or client while employed by the Company; (c) obtained Confidential Information regarding; and/or (d) had regular customer or client contact and/or business dealings while employed by the Company.

(c) POST EMPLOYMENT COMPETITION. Executive agrees that, unless written consent is given by the Company, while employed by the Company and for a period of six (6) months following Executive's termination if the termination is due to the Company's decision not to renew the Agreement or twelve (12) months following Executive's termination of employment for any other reason (whether such termination is voluntary or involuntary), Executive shall not provide the same or substantially similar services, duties, or expertise (i.e., broadcast or cable content distribution strategy, execution, and/or oversight of distribution agreements or relationships involving cable network(s), and/or broadcast television station(s)) Executive provided to the Company to any business, enterprise, or operation that engages in a Competing Business (as defined below) in a Restricted Territory (as defined below). For purposes of this Agreement, "Competing Business" means any corporation or other commercial enterprise in the business of television broadcasting (e.g. Sinclair Broadcast Group, Gray Television, etc.) or a diversified media company competitive with the Covered Entities (e.g. Disney, Skydance, FOX, Comcast, etc.). Executive acknowledges that the Company is engaged in business in various states throughout the U.S. Accordingly, and in view of the nature of Executive's nationwide position and responsibilities, "Restricted Territory" as used herein means each of the following: (i) the territory over which Executive had responsibility on behalf of the Company within the twelve-month period preceding the effective date of Executive's termination of employment; (ii) each state in which Executive regularly performed or supervised the performance of work, services, or engaged in business activity on behalf of the Company within the twelve-month period preceding the effective date of Executive's termination of employment; or (iii) each state where the Company has business operations and Executive was provided Confidential Information regarding the Company's business activities in those territories within the twelve-month period preceding the effective date of Executive's termination of employment. For purposes of this Paragraph 7, the term "Covered Entities" will include the Company and each of its subsidiaries or other affiliates, and each such entity is an express third-party beneficiary of this Agreement.

(d) Except as expressly set forth below, Executive agrees, whether during Executive's employment pursuant to this Agreement or thereafter, except as authorized or directed by the Company in writing or pursuant to the normal exercise of Executive's responsibilities hereunder, not to disclose to others, use for Executive's or any other Person's (as defined herein) benefit,

copy or make notes of any Confidential Information (as defined below). During Executive's employment with the Company, and following Executive's separation from employment for any reason, Executive will not, directly or indirectly, use or disclose, or cause others to use or disclose, any Confidential Information without the prior written consent of the Company's General Counsel (which may be withheld in the Company's sole and absolute discretion) except to the extent necessary to perform Executive's job responsibilities. Executive will maintain all Confidential Information in strict confidence during employment and for so long thereafter as the information remains confidential. Executive must only use Confidential Information for purposes requested by the Company and required for business use.

(e) For purposes of this Agreement, "Confidential Information" includes trade secret and confidential information regarding: (a) information regarding customers and potential customers of the Company, including customer lists, names, representatives, customer preferences, customer purchasing habits, budgets, their needs or preferences with respect to the services offered by the Company, proposals, bids, contracts and their contents and other non-public information relating to customers and potential customers; (b) any non-public information related to any corporate transactions involving the Company; (c) any non-public information related to the products or services sold by the Company; (d) inventions, processes, formulas, data, programs, design processes, computer processes, other works of authorship, know-how, improvements, developments, designs and techniques and any other proprietary technology; (e) information regarding the Company's research, development, marketing, business plans, budgets, margins, pricing and billing policies, quoting procedures, methods of obtaining business, business forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, internal services and operational manuals, methods of conducting Company Business, (f) information regarding any of the Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties and other non-public information relating to business partners; (g) information regarding personnel, employee lists, compensation and employee skills (not including any voluntary disclosures by individual employees of their own personal employment information); and (h) any other non-public information, including client information, that (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of reasonable efforts by the Company to maintain its secrecy.

(f) Upon termination of employment pursuant to this Agreement, Executive will deliver to the Company all records, notes, data, memoranda, photographs, models, and equipment of any nature which are in Executive's possession or control, and which are the property of the Company, including but not limited to any Confidential Information. Executive shall retain no excerpts, notes, drafts, electronic versions, photographs, drafts, reproductions or copies of any kind of any Company information, including Confidential Information, after the cessation of employment with the Company. The obligation to return property and documents extends to anything received or made during and because of employment by the Company, regardless of whether it was received from the Company or a third party, such as actual or

potential vendors or clients, and regardless of whether a document contains Confidential Information. The only documents not subject to the obligation to return are documents directly relating to Executive's compensation and benefits, such as Executive's pay stubs, benefit plan booklets and personnel information.

(g) The parties understand and agree that the remedies at law for breach of the covenants in this Paragraph 7 would be inadequate and that the Company will be entitled to injunctive or such other equitable relief as a court may deem appropriate for any breach of these covenants. If any of these covenants will at any time be adjudged invalid to any extent by any court of competent jurisdiction, such covenant will be deemed modified to the extent necessary to render it enforceable.

8. Entire Agreement. This Agreement, together with any Company long-term incentive plans and/or restricted stock award or option agreements between Executive and the Company, embodies the entire agreement between the parties hereto with respect to Executive's employment with the Company, and there have been and are no agreements, representations, or warranties between the parties other than those set forth or provided for therein. If any of the terms of this Agreement conflict with terms of any Company long-term incentive plans or restricted stock award or option agreements between Executive and the Company, then the terms of this Agreement shall control, govern and be given full force and effect.

9. No Assignment. This Agreement shall not be assigned by Executive without the prior written consent of the Company and any attempted assignment without such prior written consent shall be null and void and without legal effect; provided, however, that in the case of Executive's death or disability this Agreement may be enforced by Executive's executors, personal representatives, or guardians, to the extent applicable. This Agreement shall not be assigned by the Company without the prior written consent of Executive except to any successor to the business of the Company.

10. Notices. All notices, requests, demands and other communications which may or are required to be given hereunder shall be in writing and shall be delivered (i) by hand; (ii) by certified or registered mail, with postage prepaid; (iii) overnight mail or overnight courier; or (iv) by electronic mail, and shall be deemed to have been given or made when personally delivered, the next business day after delivery to such overnight delivery service or after sending via electronic mail, or three (3) days after deposited certified mail postage prepaid, as the case may be, addressed as follows:

(a) If to Executive, then to her address on file with the Company's Payroll Department (or as Executive may otherwise specify by prior written notice to the Company) or to Executive's verified email address (e.g. the address in Company's HRIS system or that Executive has previously used to communicate with Company); and

(b) If to the Company, then to Nexstar Media Group, Inc., 545 E. John Carpenter Freeway, Suite 700, Irving, TX 75062, Attention: CEO with a copy to the Company's Human

Resources Department at the same address or to the then current CEO's email address with copy to contractnotices@nexstar.tv.

11. Amendment; Modification. This Agreement may not be amended, modified, or supplemented other than in a writing signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. Headings. The headings in the sections of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

14. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, the Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal law of the State of Texas without giving effect to any choice of law or conflict provision or rule that would cause the laws of any jurisdiction other than the State of Texas to be applied.

16. Legal Fees. In the event of any litigated dispute between or among any of the parties to this Agreement, the reasonable legal fees and expenses of the party successful in such dispute (whether by way of a decision by a court or other tribunal) shall be paid promptly by the unsuccessful party upon presentation by the successful party of an invoice therefor.

17. Representations. Executive represents and warrants to the Company that Executive is not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement with any other person or entity.

18. Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. 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.

19. Withholding of Taxes. All payments made to Executive under this Agreement will be subject to withholding or deduction by reason of the Federal Insurance Contribution Act, as amended, federal income tax, state income tax, and all other applicable laws and regulations.

20. Binding Arbitration.

(a) Generally. The arbitration procedures described in this Paragraph 20 will, to the furthest extent permitted by law, be the sole and exclusive method of resolving and remedying

any claim under this Agreement as well as all claims, disputes, issues, or controversies between Executive (including any of her heirs, executors, administrators, and agents in their capacity as such) and the Company (including any of its current or former parents, subsidiaries, affiliates, successors, predecessors, owners, directors, members, officers, employees, and agents) arising out of or relating to Executive's employment with the Company or the termination of such employment (each such claim, a "Dispute"); provided that nothing in this Paragraph 20 will prohibit a Person from instituting litigation to enforce any Final Arbitration Award (as defined herein). This agreement to arbitrate in Paragraph 20 shall be governed by the Federal Arbitration Act ("FAA"), and any arbitration shall be administered in accordance with the Employment Arbitration Rules of the American Arbitration Association as in effect from time to time (the "AAA Rules"), which are available at www.adr.org. If the AAA Rules conflict with this agreement, the terms of this agreement shall control.

(b) Excluded Claims. The only claims that are excluded from the arbitration requirements of this agreement are (i) claims for under workers' compensation or unemployment benefits; (ii) claims covered by the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021 (9 U.S.C. § 402(a)); (iii) petitions or charges filed with the National Labor Relations Board, Equal Employment Opportunity Commission, or other federal, state, or local government agency; (iv) claims under Employee Retirement Income Security Act ("ERISA") plans or stock option or equity plans governed by ERISA; and (v) claims or disputes that, after application of the FAA and FAA preemption principles, are not subject to arbitration or pre-dispute arbitration agreements as a matter of law.

(c) Notice of Arbitration. If a Person asserts that there exists a Dispute, then such Person (the "Disputing Person") will give each other Person involved in such Dispute a written notice setting forth the nature of the asserted Dispute. If all such Persons do not resolve any such asserted Dispute prior to the 10th business day after such notice is given, then any of them may commence arbitration pursuant to this Paragraph 20 by giving each other Person involved in such Dispute a written notice to that effect (an "Arbitration Notice"), setting forth any matters which are required to be set forth therein in accordance with the AAA Rules.

(d) Timeliness. To be timely, an Arbitration Notice must be delivered to the Executive or the Company within the time prescribed by the statute of limitations applicable to the claims asserted in the Arbitration Notice.

(e) Selection of Arbitrator. The Persons involved in any Dispute will attempt to select a single arbitrator by mutual agreement. If no such arbitrator is selected prior to the 10th business day after the related Arbitration Notice is given, then an arbitrator which is experienced in matters of the type which are the subject matter of the Dispute will be selected in accordance with the AAA Rules.

(f) Conduct of Arbitration. The arbitration will be conducted in the Dallas-Fort Worth metropolitan area under the AAA Rules, as modified by any written agreement among the Persons involved in the Dispute in question. The arbitrator will conduct the arbitration in a manner so that the final result, determination, finding, judgment or award determined by the

arbitrator (the "Final Arbitration Award") is made or rendered as soon as practicable, and, subject to the complexity of the matter, the Persons involved will use reasonable efforts where possible to cause a Final Arbitration Award to occur within ninety (90) days after the arbitrator is selected. Any Final Arbitration Award will be final and binding upon all Persons and there will be no appeal from or reexamination of any Final Arbitration Award, except in the case of fraud, perjury, or evident partiality or misconduct by the arbitrator prejudicing the rights of such Persons, to correct manifest clerical errors, or as otherwise permitted under applicable law. A Final Arbitration Award may be enforced in any state or federal court having jurisdiction over the subject matter of the related Dispute.

(g) Class Action Waiver. To the furthest extent permitted by law, all disputes and claims covered by the arbitration requirements of this agreement shall be raised and adjudicated on an individual basis only, and no party shall bring any claim covered by the arbitration requirements of this Agreement in a class, collective, representative, or multi-plaintiff/claimant proceeding.

(h) Expenses. Each prevailing Person in any arbitration proceeding described in this Paragraph 20 will be entitled to recover from any non-prevailing Person(s) its reasonable attorneys' fees and disbursements and other out-of-pocket costs in addition to any damages or other remedies awarded to such prevailing Person, and the non-prevailing Person(s) also will be required to pay all other costs and expenses associated with the arbitration; provided that (i) if an arbitrator is unable to determine that one or more Persons are prevailing Person(s) in any such arbitration proceeding, then such costs and expenses will be equitably allocated by such arbitrator upon the basis of the outcome of such arbitration proceeding, and (ii) if such arbitrator is unable to allocate such costs and expenses in such a manner, then the costs and expenses of such arbitration will be paid one-half by the Company, on the one hand, and one-half by Executive, on the other hand, and each Person involved in such arbitration will pay the out-of-pocket expenses incurred by it. As part of any Final Arbitration Award, the arbitrator may designate the prevailing Person(s) for purposes of this Paragraph 20.

(i) Provisionary Relief. If an arbitration award would be rendered ineffectual without provisional relief including, but not limited to, preliminary injunctions or temporary restraining orders, either party may request such relief from a court of competent jurisdiction to preserve the status quo pending arbitration.

21. 280G Net-Better Cut Back.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that (i) any payment, award, benefit or distribution (or any acceleration of any payment, award, benefit or distribution) by the Company (or any of its affiliated entities) or any entity which effectuates a Change in Control (or any of its affiliated entities) to or for the benefit of Executive (whether pursuant to the terms of this Agreement or otherwise) (the "Payments") would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), and (ii) the reduction of the amounts payable to Executive under this Agreement to the maximum amount that could be paid to Executive without giving rise to the Excise Tax (the "Safe Harbor Cap") would provide the Executive with a greater after tax amount than if such amounts were

not reduced, then the amounts payable to Executive under this Agreement shall be reduced (but not below zero) to the Safe Harbor Cap. For purposes of reducing the Payments to the Safe Harbor Cap, only amounts payable under this Agreement (and no other Payments) shall be reduced. If the reduction of the amounts payable hereunder would not result in a greater after tax result to Executive, no amounts payable under this Agreement shall be reduced pursuant to this provision.

(b) All determinations required to be made under this Paragraph 21 shall be made by the public accounting firm that is retained by the Company as of the date immediately prior to the Change in Control (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive within fifteen (15) business days of the receipt of notice from the Company or the Executive that there has been a Payment, or such earlier time as is requested by the Company. Notwithstanding the foregoing, in the event (i) the Board shall determine prior to the Change in Control that the Accounting Firm is precluded from performing such services under applicable auditor independence rules or (ii) the Audit Committee of the Board determines that it does not want the Accounting Firm to perform such services because of auditor independence concerns or (iii) the Accounting Firm is serving as accountant or auditor for the individual, entity or group effecting the Change in Control, the Board shall appoint another nationally recognized public accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). If payments are reduced to the Safe Harbor Cap, the Accounting Firm shall provide a reasonable opinion to Executive that she is not required to report any Excise Tax on her federal income tax return. All fees, costs and expenses (including, but not limited to, the costs of retaining experts) of the Accounting Firm shall be borne by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion to such effect, and to the effect that failure to report the Excise Tax, if any, on Executive's applicable federal income tax return will not result in the imposition of a negligence or similar penalty. In the event the Accounting Firm determines that the Payments shall be reduced to the Safe Harbor Cap, it shall furnish Executive with a written opinion to such effect. The determination by the Accounting Firm shall be binding upon the Company and Executive (except as provided in Paragraph 21(c).

(c) In the event the Internal Revenue Service adjusts the computation of the Company under Paragraph 21(b) so that the Executive did not receive the greatest net benefit, the Company shall reimburse the Executive for the full amount necessary to make the Executive whole, plus a market rate of interest, as determined by the Committee, within 30 days after such adjustment.

(d) For purposes of this Agreement, "Change in Control" means the occurrence of one of the following events:

(i) if any "person" or "group" as those terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successors thereto, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act or any successor thereto), directly or indirectly, of

securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities; or

(ii) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new directors whose election by the Board or nomination for election by the Company's stockholders was approved by at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election was previously so approved, cease for any reason to constitute a majority thereof; or

(iii) the stockholders of the Company approve and subsequently consummate a merger or consolidation of the Company or a Subsidiary with any other corporation, other than a merger or consolidation (A) which would result in all or a portion of the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company (or the entity surviving any merger with the Company) or a direct or indirect parent corporation of the Company (or the entity surviving any merger with the Company)) outstanding immediately after such merger or consolidation or (B) by which the corporate existence of the Company is not affected and following which the Company's chief executive officer and directors retain their positions with the Company (and constitute at least a majority of the Board); or

(iv) the stockholders of the Company approve and effectuate a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

22. Code Section 409A. The benefits provided to Executive under Paragraphs 4, 5 and 6 of this Agreement ("Benefits") are intended to comply with Section 409A of the Code or to otherwise be exempt therefrom.

(a) Notwithstanding anything herein to the contrary, if (a) Executive is a "specified employee" as determined pursuant to Section 409A of the Code as of the date of Executive's "separation from service" (within the meaning of Treas. Reg. 1.409A-1(h)) and if any Benefits or other payment or benefit provided for in this Agreement or otherwise both (i) constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and (ii) cannot be paid or provided in the manner otherwise provided without subjecting Executive to "additional tax", interest or penalties under Section 409A of the Code, then any such Benefits or other payment or benefit that is payable during the first six months following Executive's "separation from service" shall be paid or provided to Executive in a cash lump-sum on the first business day of the seventh calendar month following the month in which Executive's "separation from service" occurs. Any Benefit or other payment or benefit due upon a termination of Executive's employment that represents a "deferral of compensation" within the meaning of Section 409A shall only be paid or provided to Executive upon a "separation from service".

(b) Notwithstanding anything to the contrary in this Agreement, any Benefits or other payments or benefits provided under this Agreement that is exempt from Section 409A pursuant to Treas. Reg. 1.409A-1 (b)(9)(v)(A) or (C) shall be paid or provided to Executive only to the extent that the Benefits or other payments or benefits are not provided, beyond the last day of the second taxable year of Executive following the taxable year of Executive in which the "separation from service" occurs.

(c) To the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement is determined to be subject to Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement in any other taxable year (except for any life-time or other aggregate limitation applicable to medical expenses), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which Executive incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit. For the purposes of this Agreement, each payment made pursuant to Paragraph 6 shall be deemed to be separate payments, amounts payable under Paragraph 6 of this Agreement shall be deemed not to be a "deferral of compensation" subject to Section 409A of the Code to the extent provided in the exceptions in Treas. Reg. Sections 1.409A-1(b)(4) ("short-term deferrals") and (b)(9) ("separation pay plans," including the exception under subparagraph (iii)) and other applicable provisions of Treas. Reg. Section 1.409A-1 through A-6.

(d) In no event may an Executive, directly or indirectly, designate the calendar year of any payment under this Agreement, and to the extent required by Section 409A of the Code, any payment that may be paid in more than one taxable year shall be paid in the later taxable year.

23. Termination of Previous Agreements. This Agreement replaces and terminates any previous employment agreements (including, without limitation, any supplements, addendums, or amendments thereto) entered into between Executive and the Company and/or any of its affiliates and predecessors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the day and year first above written.

/s/ Dana Zimmer
Dana Zimmer
Executive

ACCEPTED AND AGREED:
NEXSTAR MEDIA GROUP, INC.

/s/ Michael W. Biard
Michael W. Biard
President and Chief Operating Officer