**Advertiser No:** 16179  
**Start Date:** 10/29/2019  
**End Date:** 11/05/2019  
**Month Type:** Broadcast  
**Revision #:** 0  
**CPE:** 0 - 0 - 0  
**AE:** PHILADELPHIA, MMS  
**Entered:** 9/16/2019 7:59 AM by Fusion  
**Last Update:** 9/16/2019 8:02 AM by dsm1jat  
**Note:** KATZ/WHO/ISSUE  
**Note 2:** 33253809  
**Spl Req Inv:**

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<thead>
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<th>Market Station</th>
<th>Bind To</th>
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<th>End Date</th>
<th>No Of Weeks</th>
<th>Rate Rev.</th>
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<th>Spots/W. Spot Length</th>
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<th>Ord Cost</th>
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<tbody>
<tr>
<td>1 Des Moines</td>
<td>WHO-AM</td>
<td>10/29/19</td>
<td>11/01/19</td>
<td>1</td>
<td>280.00</td>
<td>0</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>6</td>
<td>30</td>
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<td>2 Des Moines</td>
<td>WHO-AM</td>
<td>11/04/19</td>
<td>11/05/19</td>
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No. of Spots/Misc/Digital: 9/0/0  
Ordered Gross: $2,520.00  
Agency Commission: $378.00  
Ordered Net: $2,142.00  
Total Net Due: $2,142.00

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Participating Customers  
ACCES/NAR 100%
ORDER TERMS AND CONDITIONS
The Term “Advertiser” shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of this advertising schedule and that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser. The term “Station” means the specific station set out in the Order Confirmation, or, if not identified there, iHeartMedia + Entertainment, Inc.

1. PAYMENT
1.1. Advertiser agrees to pay in advance for the distribution of advertising covered by this contract (collectively “transmissions”) unless otherwise expressly agreed in writing.
1.2. If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.
1.3. On Advertiser’s request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
1.4. If an agency or buying service is included in Advertiser, Station shall return to Advertiser, if so directed, any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be responsible for damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

2. COMMERCIAL MATERIAL DATA
2.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
2.2. If Station has contracted to purchase other program material (“Third Party Material”) during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to Section 2.2 or Advertiser pursuant to Section 2.1, Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.
2.3. Advertiser shall return to Station all unused ordered program material within 30 days after the date of the applicable transmissions.

3. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS
3.1. Advertiser represents, warrants and agrees that: (i) Station’s use of the Advertiser Materials (defined below) as authorized by Advertiser, including, but not limited to, broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others, provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
3.2. Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music and any other copyrightable material embodied in Advertiser Materials); (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the violation of any copyright, trademark, service mark, or other intellectual property rights, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

4. LIABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS
4.1. It, due to public emergency or necessity, force majeure event, or any other copyrightable material embodied in Advertiser Materials; (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the violation of any copyright, trademark, service mark, or other intellectual property rights, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.
4.2. If, due to public emergency or necessity, force majeure event, or any other copyrightable material embodied in Advertiser Materials; (ii) any breach or violation of any sort of Section 5.5 or the representations and warranties described in Section 3.1; or (iii) claims arising from the violation of any copyright, trademark, service mark, or other intellectual property rights, directly or indirectly, any material furnished by or on behalf of Advertiser in connection with this contract (“Advertiser Material”), or Advertiser’s business, services, operations or prizes (if any). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material.

5. REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS
5.1. Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser.
5.2. If Station has received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
5.3. Material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval is not required for any such edits.
5.4. Station shall notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

6. NON-DISCRIMINATION
6.1. In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL
7.1. This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs, announcements and/or displays of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.
7.2. This contract and any applicable written credit agreement, agency commission arrangement and/or barter/merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.
7.3. TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.