Advertiser No: 954177
Start Date: 04/04/2019
End Date: 04/26/2019
Month Type: Broadcast
Revision #: 3
CPE: PAYNE, KEN
AE: PAYNE, KEN
Entered: 4/02/2019 8:17 AM by Fusion
Last Update: 4/02/2019 10:00 AM by Fusion
Note: WHO/TAX EQUITY 2019
Spl Req Inv: 

<table>
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<tr>
<th>Market</th>
<th>Station</th>
<th>Start Date</th>
<th>End Date</th>
<th>No Of Weeks</th>
<th>Rate Rev.</th>
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<th>Rev. Type</th>
<th>Spots/ W.</th>
<th>Spot Length</th>
<th>Ord Spots</th>
<th>Ord Cost</th>
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<tbody>
<tr>
<td>1 Des Moines</td>
<td>05:00-09:00</td>
<td>04/08/19</td>
<td>04/26/19</td>
<td>3</td>
<td>215.00</td>
<td>0 1 1</td>
<td>Local Agency-Political</td>
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<td>04/08/19</td>
<td>04/26/19</td>
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<td>150.00</td>
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<td>215.00</td>
<td>0 0 0</td>
<td>Local Agency-Political</td>
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<td>215.00</td>
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<td>4 Des Moines</td>
<td>15:00-19:00</td>
<td>04/04/19</td>
<td>04/04/19</td>
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<td>150.00</td>
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<td>Local Agency-Political</td>
<td>1</td>
<td>30</td>
<td>1</td>
<td>150.00</td>
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No. of Spots/Misc/Digital: 29/0/0
Ordered Gross: $5,390.00
Agency Commission: $808.50
Ordered Net: $4,581.50
Total Net Due: $4,581.50

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<tr>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
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<tr>
<td>Gross: 5,390.00</td>
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<tr>
<td>Net: 4,581.50</td>
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</tr>
</tbody>
</table>

Participating Customers
Iowa Leaders in Education and JW MORTON
1924 Saint Andrews CT Ne
Cedar Rapids, IA 52402

100%
1. **PAYMENT**

1.1. Advertiser agrees to pay in advance for the distribution of the advertising covered by this contract (collectively "transmissions") unless otherwise expressly agreed in writing.

1.2. Unless otherwise agreed in writing, all transmissions will be made four business days prior to air dates by pay due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1½% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notifies any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if not written dispute from the Client is received by Station within the 7-day period.

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. Advertiser guarantees to make payment of any amount. Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney’s or collector’s fees and any court costs incurred by Station.

2. **TERMINATION AND BREACH**

2.1. This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station’s rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay for Station transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

2.2. Station may terminate this contract at any time prior to air date by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Station will pay Station at Station’s rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time prior to air date by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

3. **REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS**

3.1. Advertiser represents, warrants and agrees that: (i) Station’s use of the Advertiser Material (defined below) as authorized by Advertiser, including, but not limited to broadcast of the Advertiser Material 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 which are furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser) 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, agents and agents from damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material. 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. **INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS**

4.1. If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown beyond Station’s control, Station shall be unable to transmit or otherwise distribute any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in Section 4.3 below.

4.2. Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission.

4.3. Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any payments under this contract.

5. **PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DATA**

5.1. Station shall transmit any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.2. If Station has not 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 or as originally scheduled.

5.3. Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station may reject it to Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or Section 5.2 shall apply. All program 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 of such material shall not affect Advertiser's indemnity obligation under this contract.

5.4. Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract.

5.5. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive, non-sublicensable, license to use Station Data solely for internal purposes as necessary to validate Station’s transmission of Advertiser Material. The foregoing license expires, and Advertiser must destroy, Station Data thirty (30) days after the date of the applicable transmissions. Advertiser may not, without Station’s prior written consent, (i) disclose Station Data to any third party, (ii) combine Station Data with any other data, or (iii) use Station Data for any other purpose, including, without limitation, to create an attribution model.

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, 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. If an agency or buying service is included in Advertiser, it is understood that party is the agent of Advertiser and not of Station.

7.3. If an agency or buying service is included in Advertiser, it is understood that party is the agent of Advertiser and not of Station.

7.4. Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

7.5. The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

7.6. This contract and any applicable written credit agreement, agency commission arrangement and/or tableshading 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.

7.7. **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 PURPOSE.**