

Order #402476: Katz Media../Bloomberg../134.

[Icons]			Date	Action	Line	Comment	By	Total \$	# Spots	Expected GRP
			03/02/20 7:40:22 AM	Processed		<async process>	Maycee Nordi	\$640.00	8	0.00
			03/02/20 7:38:10 AM	Approved			Andretta Cren	\$640.00	8	0.00
			03/02/20 7:38:07 AM	Approval Workflow			Andretta Cren	\$640.00	8	0.00
			03/02/20 7:33:03 AM	Approval Workflow		[Business Manager - Business Office Approval Needed Default]	Reade Taylor	\$640.00	8	0.00
			03/02/20 7:22:02 AM	Ready for approval		[Sales Manager - Ready Default]	Andrea Olden	\$640.00	8	0.00
			03/02/20 7:20:35 AM	New order created		SPOTS WERE WRITTEN ON THE LOGS, ENTERING ORDER TO RECONCILE				
						Imported EC Order	Andrea Olden	\$640.00	8	0.00

[Sorted by: Date]

ORDER

Orders	Order / Rev:	402476		
	Alt Order #:	33766914		
	Product Desc:	Bloomberg SU 134		
	Estimate:	134.		WJOX-FM
	Flight Dates:	03/01/20 - 03/01/20	Primary AE:	Katz New York
	Original Date / Rev:	03/02/20 / 03/02/20	Sales Office:	K-7.5
	Order Type:	GENERAL	Sales Region:	N-Katz75
Agency	Name:	Katz Media Group		
	Buying Contact:		Billing Type:	Cash
	Billing Contact:		Billing Calendar:	Broadcast
		125 West 55th Street	Billing Cycle:	EOM/EOC
		New York, NY 10019	Agency Commission:	15%
Advertiser	Name:	Bloomberg/D/President		
	Demographic:	A35+	New Business Thru:	
	Product Codes:	Candidates	Advertiser External ID:	
	Revenue Code 1:	AGY-AVAIL	Agency External ID:	
	Revenue Code 2:	POL-CAND	Unit Code:	General
	Revenue Code 3:	POL-PRES		

Bill Plan

Start Date	End Date	# Spots	Gross Amount	Net Amount
02/24/20	03/01/20	8	\$640.00	\$544.00

Totals

Month	# Spots	Gross Amount	Net Amount	Rating
March 2020	8	\$640.00	\$544.00	0.00
Totals	8	\$640.00	\$544.00	0.00

Account Executives

Account Executive	Sales Office	Sales Region	Start Date / End Date	Order %
Katz New York			Start Of Order - End Of Order	100%

Ln	Ch	Start	End	Inventory Code	Break	Start/End Time	Days	Len	Spots	Rate	Pri	Rtg	Type	Spots	Amount
N 1	WJOX	03/01/20	03/01/20	Sa-Su Midday Sa-Su	CM	10:00 AM-3:00 PM	-----S	1:00	4	\$80.00	P-30	0.00	NM	4	\$320.00
RT -															
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
Week:		02/24/20	03/01/20	-----S		4				\$80.00		0.00			
N 2	WJOX	03/01/20	03/01/20	Sa-Su PM Sa-Su	CM	3:00 PM-7:00 PM	-----S	1:00	4	\$80.00	P-30	0.00	NM	4	\$320.00
RT -															
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>		<u>Spots/Week</u>				<u>Rate</u>		<u>Rating</u>			
Week:		02/24/20	03/01/20	-----S		4				\$80.00		0.00			
													Totals	8	\$640.00

CONTRACT

WJOX-FM
244 Goodwin Crest Drive Suite 300
Birmingham, AL 35209
(205) 945-4646

<u>Contract / Revision</u> 402476 /		<u>Alt Order #</u> 33766914
<u>Advertiser</u> Bloomberg/D/President		<u>Original Date / Revision</u> 03/02/20 / 03/02/20
<u>Contract Dates</u> 03/01/20 - 03/01/20	<u>Estimate #</u> 134.	
<u>Product</u> Bloomberg SU 134		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> WJOX-FM	<u>Account Executive</u> Katz New York	<u>Sales Office</u> Katz-7.5%
<u>Special Handling</u>		
<u>Demographic</u> Adults 35+		
<u>Agcy Code</u> R113287	<u>Advertiser Code</u>	<u>Product 1/2</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

Katz Media Group
125 West 55th Street
3rd Floor
New York, NY 10019

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WJOX	03/01/20	03/01/20	Sa-Su	10:00 AM-3:00 PM		1:00			NM	4	\$320.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	02/24/20	03/01/20	-----S				4	\$80.00			
N 2	WJOX	03/01/20	03/01/20	Sa-Su	3:00 PM-7:00 PM		1:00			NM	4	\$320.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	02/24/20	03/01/20	-----S				4	\$80.00			
Totals											8	\$640.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
02/24/20 - 03/01/20	8	\$640.00	(\$96.00)	\$544.00
Totals	8	\$640.00	(\$96.00)	\$544.00

STANDARD TERMS AND CONDITIONS

1. PARTIES

For purposes of this agreement:

- (a) "Station" shall refer to radio stations owned and operated by Cumulus Broadcasting LLC and/or Cumulus Media Partners LLC, the licensee(s), which will broadcast the announcements or programs as provided for hereunder.
- (b) "Advertiser" shall mean the person, firm, or corporation whose goods, services, or the like are the subject(s) of the radio time contracted for herein.
- (c) "Agency" shall mean the advertising agency, if any, that authorized the purchase of radio time from the Station.
- (d) "Advertiser/Agency" shall mean "Advertiser" if an agency is not involved with this agreement, and shall mean "Advertiser and/or Agency" if an agency is involved with this agreement.

2. AGENCY AS AGENT FOR ADVERTISER

Agency acknowledges and represents that it is acting as an agent for and on behalf of Advertiser. Agency further acknowledges and represents that it has actual authority to enter into this agreement for and on behalf of Advertiser. If an agency is involved with this agreement, Agency and Advertiser shall be jointly and severally liable for all payments to be made to Station under this agreement.

3. PAYMENT AND BILLING

- (a) Station will invoice Advertiser/Agency not less than monthly.
- (b) Station's invoices for broadcasts, announcements, or other services provided under this agreement shall be deemed correct unless proven otherwise, and shall be, in the case of broadcasts or announcements, based on Station's log.
- (c) Upon Advertiser's/Agency's request, Station shall furnish an affidavit or certification of performance at the time of billing. Unless the request is received prior to billing, the request for an affidavit or certification of performance shall not act as a condition precedent to any payment or the time of any payment called for under this agreement.
- (d) Payment by Advertiser/Agency is due on receipt of invoice and is considered past due at 30 days. Payments not made within 30 days shall bear interest at the rate of 1½ percent per month or the maximum amount permitted by law, if less than 1½ percent per month. If Advertiser/Agency fails to make payments as provided for herein, or if Advertiser/Agency fails to comply with any other provision of this agreement, notwithstanding any other contract provision, Station shall have the right, in addition to any other rights it may have, without notice, to cancel or suspend any broadcasting or to cancel this agreement. Station reserves the right to revoke any agency commission, in whole or in part, in the event that payments are not made as provided for herein.

4. TERMINATION

Either party may terminate this agreement by giving the other party 14 days prior written notice. If Advertiser/Agency so terminates this agreement, it shall pay Station at the rate on which this agreement is based up to the effective date of termination. If Station so terminates this agreement, Advertiser/Agency will either agree with Station on a satisfactory substitute day or time for continuance of the broadcast or announcements covered by this agreement at the rates on which this agreement is based for such substitute time, or if no such agreement can be reached, Advertiser/Agency will pay Station according to the rates specified herein for all broadcasts or announcements previously rendered by Station. Station may terminate this agreement at any time upon breach by Advertiser/Agency. In the event of termination hereunder, neither party shall be liable to the other party otherwise than as specified in this agreement.

5. SUBSTITUTION OF PROGRAMS OF PUBLIC IMPORTANCE OR IN THE PUBLIC INTEREST

- (a) Station shall have the right to cancel any broadcast or announcement or any portion thereof covered by this agreement in order to broadcast any program that Station, in its absolute discretion, deems to be of public importance or in the public interest. In such case, Station will notify Advertiser/Agency in advance, if reasonably possible, but if not, within a reasonable time after such broadcast or announcement has been canceled.
- (b) In the event that any broadcast or announcement is canceled under paragraph 5(a) above, Advertiser/Agency and Station will agree on a satisfactory substitute day and time for the broadcast or announcement, or if no such agreement can be reached within 7 days after notice of cancellation, the broadcast or announcement will be considered canceled without affecting the rates or rights provided under this agreement, except that Advertiser/Agency shall not be required to pay for the cancelled broadcast or announcement.

6. FAILURE TO BROADCAST

If, due to public emergency or necessity, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical, electronic or technical breakdowns beyond Station's control, there is an interruption or omission of any program or commercial announcement contracted to be broadcast hereunder, Station shall not be in breach hereof, but upon agreement with Advertiser/Agency, Station shall substitute a reasonable equivalent date and time for the broadcast of the interrupted or omitted program or commercial announcement. If no such substitute time is available or agreed upon between the parties, the time charges allocable to the interrupted or omitted program or commercial announcement will be waived.

7. RATE PROTECTION

Station reserves the right at any time, upon 30-days written notice, to change the rates, discounts, or charges hereunder.

8. COMMERCIAL MATERIALS; INDEMNIFICATION

- (a) This agreement is not exclusive as to Advertiser's business, products, or services and Station remains free to solicit and broadcast programs or announcements of other advertisers whether or not they are in competition with Advertiser's business, products, or services. All commercial materials, audio or video tapes, programs, or other similar materials shall be furnished and delivered to Station at Advertiser's/Agency's sole expense. Such materials, together with any instructions pertaining thereto, shall be delivered at least 48 hours in advance of the scheduled broadcast or announcement. All materials furnished for broadcast shall not be contrary to the public interest and shall conform to Station's then-existing program and operating policy and quality standards, and are subject to Station's prior approval and continuing right to reject or require editing of such materials. No advertising matter, announcement, or program that may be deemed, in the Station's sole discretion, injurious or prejudicial to the public's interest, the Station, or honest advertising and reputable business in general will be accepted. Station may destroy or dispose of any commercial material 60 days after the last broadcast hereunder, unless otherwise instructed in writing by Advertiser/Agency.
- (b) Notwithstanding Station's approval rights in paragraph 8(a), Advertiser/ Agency shall indemnify and hold Station, its agents, employees, and officers harmless from and against all claims, damages, obligations, liabilities, costs and expenses, including attorneys' fees, that arise out of or result from any broadcast, preparation of any broadcast, or contemplated broadcast of materials furnished by or on behalf of Advertiser/Agency, or furnished by Station at Advertiser's/ Agency's request for use in connection with commercial material, including but not limited to those arising out of or that result from libel, slander, invasion of privacy rights, or infringement of any proprietary rights. Advertiser/Agency warrants that all materials furnished to Station truly represent Advertiser's business, products, or services and will be free from false claims or assertions. This paragraph 8(b) shall survive cancellation or termination of this agreement.

9. DISPUTES

Any discrepancy, dispute, or disagreement by Advertiser/Agency with any broadcast, announcement, program, or other service provided by Station hereunder or related to the amount charged by Station for same shall be reported to Station in writing within 20 days from the date of the invoice relating to same, time being of the essence. Failure to report such discrepancy, dispute, or disagreement in writing within such time shall constitute a waiver of all claims by Advertiser/Agency arising out of or related to such discrepancy, dispute, or disagreement.

10. GENERAL

- (a) This agreement is subject to the terms of the licenses held by Station and is further subject to all federal, state, and municipal laws and regulations now in force or that may be enacted in the future, including but not limited to the Rules and Regulations of the Federal Communications Commission and its decisions, actions, and orders when acting under its quasi-legislative powers.
- (b) This agreement, including the rights and obligations under it, may not be assigned or transferred without first obtaining Station's written consent, nor may Station be required to broadcast hereunder for the benefit of any Advertiser/ Agency other than those named on the face of this agreement.
- (c) In the event of a breach by Station, Advertiser's/Agency's exclusive remedy therefore shall be a credit for substituted advertising time of equal value, and in no event shall Station be liable for any consequential, incidental, or punitive damages, or monetary damages of any type.
- (d) This agreement shall be construed under and according to the laws of the State in which the Station's main studio is located. All parties hereto agree that in any action brought to enforce the obligation or right of any party hereunder, each party consents to personal jurisdiction and venue in any court of appropriate jurisdiction in the county or parish where the Station's main studio is located.
- (e) If it becomes necessary for Station to place Advertiser's/Agency's account with an attorney or collection agency for the purpose of enforcing its rights hereunder, Advertiser/Agency shall be liable to Station for reasonable attorneys' fees, costs, and expenses.
- (f) All notices hereunder shall be in writing and delivered by hand or registered or certified mail and shall be deemed given when delivered in person or, if mailed, on the second business day after the date of the mailing. Any notice hereunder shall be sufficient if given to either Advertiser or Agency.
- (g) If any provision of this agreement shall be adjudged by a court to be void or unenforceable, such adjudication shall not affect the validity or enforceability of any other provision of this agreement.
- (h) The provisions hereof constitute the entire agreement between the parties and supersede any and all other transactions, negotiations, or representations whatsoever as to the broadcast or announcements, or the parties' rights and obligations hereunder, and shall not be modified except in writing.
- (i) This Station does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

STANDARD TERMS AND CONDITIONS

5/3/2011

REVISED

Mar 02, 20
 CONT# 33766914 Mod# Ver# 1 (Last =)
 REP Cumulus Media National Sales
 TO WJOX-FM (Birmingham, AL)
 FM ROBERT FRAZZETTO (NY)
 OFF NEW YORK
 AGY Katz Media Group
 ADDR 125 West 55th Street 3rd Floor
 New York, NY 10019

DDS CONT# 0
 C/P/E: / / 134.

SALESPERSON FAX#

PH #

BYR Helen Hanratty
 ADV MICHAEL BLOOMBERG FOR PRESIDENT
 PDT Bloomberg SU 134
 FLT Mar 01, 20 - Mar 01, 20

* REP ORDER COMMENT *

** 2/28/2020 4:56:00 PM: THIS IS IN ADDITION TO THE 134 ORDER YOU JUST RECIEVED PLEASE CONFIRM ASAP

MC	LN	DAYS	TIME	LEN	EFFECTIVE DATES	# OF WKS	NPW	RATE	TOT SPTS
		FLIGHT 1							
	1.1S	10A - 3P	60	3/1/2020 - 3/1/2020	1W	4	\$80.00	4
	1.2S	3P - 7P	60	3/1/2020 - 3/1/2020	1W	4	\$80.00	4
					** WEEKLY FLIGHT TOTALS **		8	\$640.00	

	Mar 20						
SPOTS	8						
CASH	640.00						
TRADE	0.00						
NSL	0.00						
TOTAL	640.00						

						TOTAL
SPOTS						8
CASH						640.00
TRADE						0.00
NSL						0.00
TOTAL						640.00

**** Competitive Comments ****

SVC: WI19 MSA ARB
 Demo Adults 35+

Nondiscrimination -Paragraphs 49 and 50 of the United States Federal Communications Commission's Report and Order No. 07-217 provides that broadcast stations' advertising contracts will not discriminate on the basis of race or ethnicity, and must contain nondiscrimination clauses. Consistent with this order, Katz Communications, Inc. (including any subsidiary or division of Katz) does not discriminate in any broadcast advertising contract on the basis of race or ethnicity and evaluates, negotiates and completes its broadcast advertising contracts without regard to race or ethnicity.

Transaction Detail

Bank of America
Merrill Lynch

Transaction Details

Date: 01/31/2020

Account Number:

Bank ID:

Transaction: Incoming Money Transfer Credit (195)

Currency: USD

Amount: 1,087,230.85

Credit/Debit: CREDIT

Customer Ref #: 0131629021

Bank Reference: 200131629021

Value Date:

Immediate Avail: 1,087,230.85

1 Day Float: 0.00

2 Day Float: 0.00

WIRE TYPE: WIRE IN DATE: 013120 TIME: 1408 ET
TRN: 2020013100629021 SNDR REF: 3873600031JO
SERVICE REF: 20200131B1QGC05C028224
RELATED REF: KBLX-FM
ORIG: TARGETCAST LLC DBA ASSEMBLY 909 3RD
AVE FL 31 NEW
YORK NY 10022-4903 US ID: 450037390
ORG BK ID:

Text: INS BK ID:
SND BK: JPMORGAN CHASE BANK NA ID: 021000021
BNF: KATZ MEDIA CORP KATZ MEDIA CORP KBLX-FM
US
ID: 008188005119
BNF BK ID:
PAYMENT DETAILS:
KBLX-FM KBLX-FM
UETR: 5790531a-7d82-4e8-ab92-3cdd24617c77

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☒ **FEDERAL CANDIDATE**

☐ **STATE/LOCAL CANDIDATE**

To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3

Station and Location: <u>WJOX - FM BIRMINGHAM</u>	Date: <u>2/13/20</u>
--	-------------------------

I, Catherine Warburton

being/on behalf of: Bloomberg, Michael

a legally qualified candidate of the Democratic

political party for the office of: President

In the Primary

election to be held on: _____

do hereby request station time as follows:

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
Please refer to station schedule					

Attach proposed schedule with charges (if available):

I represent that the payment for the above described broadcast time has been furnished by:

Mike Bloomberg 2020, Inc.

and you are authorized to announce the time as paid for by such person or entity. I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

Hayden Horowitz

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

1/13/20

Date

Catherine Warburton

Signature

To Be Signed By Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Mark Cantor

Signature

MARK CANTOR

Printed Name

ASBM

Title

FEDERAL CANDIDATE CERTIFICATION

In Order For Federal Candidates To Receive The Lowest Unit Charge During A Political Window, The Following Certification Is Required:

I, Catherine Warburton

(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☐ does

☒ does not

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

☒ the radio programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.

☐ the television programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.

Catherine Warburton

signature of candidate or authorized committee

Catherine Warburton

printed name

1/13/20

date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF
CANDIDATE'S REQUEST)

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- 1) actual air time and charges for each spot;
- 2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- 3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air and the rates charged, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired and the rates charged. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.