



PLATINUM CONNECTIONS LLC
DBA STATENETS
 2801 NORTHWIND DR
 RICHMOND, VA 23233-3315
 (804) 364-3075

BRANCH BANKING AND TRUST COMPANY
 68-426/514

6251

09/29/2016

PAY TO THE
 ORDER OF

WWKX FM

\$**990.00

Nine hundred ninety and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD



WWKX FM
 1502 Wampanoag Trail
 East Providence, RI 02915



MEMO

Citizens to Create Jobs and Protect Revenue 10/3

⑈006251⑈ ⑆051404260⑆0000251258090⑈

PLATINUM CONNECTIONS LLC

09/29/2016

WWKX FM

6251

Citizens to Create Jobs and Protect Revenue/JB16-042

990.00

1020 Checking

Citizens to Create Jobs and Protect Revenue 10/3

990.00

Sales Order

Advertiser **CITIZENS TO CREATE JOBS AND PROTECT REVENUE (LD)**
Agency

New / Revision **Revision**

Start Date **10/03/16**

End Date **11/08/16**

Bill To **CITIZENS TO CREATE JOBS AND PROTECT REVENUE (LD)**
C/O StateNets
2601 NORTHWIND DRIVE
RICHMOND, VA 23233

Month Type **Broadcast**

Billing Cycle **End of Flight**

Account

Co-op **No**

Executive **Jill Ferri**

Co-op Product

Notarized **N**

Contract #

of Invoices **1**

Estimate # **JB16-042**

Make Goods **Ask AE**

Description **STATENETS**

Income Type **Political: Local Issue/Non "Use" - 42100**

Stratus # **54163**

Local Income Type **Pol Issue Direct**

Special **Changed revenue type to Political Issue LMD 9-27-16**
Instructions **Minus \$1,100 September**

Competitive Code **Political** **Advt#5370**

Contact **708-990-3796**

Order Entered **08/11/16**

Schedule

#	Sponsor Log Name Revenue Types	Length Rate Line#	Start Date End Date	Start time End time	Auto Weekly	#/ Wk	M	T	W	T	F	S	S	Total
1		60	10/03/16	6:00AM										4950.00
	CITIZENS TO CREATE JOBS AND PROTECT REVENUE (LD)	55.00	11/08/16	8:00PM	Y	18	X	X	X	X	X	X		90 Spots
	Political: Local Issue/Non "Use" - 42100 / Pol Issue Direct	733251	10/03/16, 10/10/16, 10/17/16, 10/24/16, 10/31/16											
2		60	11/07/16	6:00AM										330.00
	CITIZENS TO CREATE JOBS AND PROTECT REVENUE (LD)	55.00	11/07/16	8:00PM	N		6							6 Spots
	Political: Local Issue/Non "Use" - 42100 / Pol Issue Direct	733252	All Weeks											
3		60	11/08/16	6:00AM										330.00
	CITIZENS TO CREATE JOBS AND PROTECT REVENUE (LD)	55.00	11/08/16	1:00PM	N			6						6 Spots
	Political: Local Issue/Non "Use" - 42100 / Pol Issue Direct	733253	All Weeks											
Oct 16 = 3960.00		Nov 16 = 1650.00		Dec 16 = 0.00		Jan 17 = 0.00		Feb 17 = 0.00				Mar 17 = 0.00		
Apr 17 = 0.00		May 17 = 0.00		Jun 17 = 0.00		Jul 17 = 0.00		Aug 17 = 0.00				Sep 17 = 0.00		

Total Contract Value: 5610.00 Total Due: 5610.00 102 Spots

Client Acceptance: _____ **Date:** _____

Account Executive: 9/27/2016 3:37:41 PM by Lisa DIANGELO

Sales / Market Manager: 9/27/2016 4:29:15 PM by Holly Paras

Business Manager: 9/27/2016 4:31:55 PM by Joyce L'Heureux

Traffic Manager: 9/27/2016 4:34:04 PM by Jordan Leach

V 5.2

ALL ORDERS SUBJECT TO THE STANDARD TERMS AND CONDITIONS ATTACHED HERETO

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

NETWORK SPOT CONTRACT

StateNets

Date 8/9/16 Modification Date 1/1/04
 Contract # JB16-042 Estimate # See Special Instructions

ADVERTISER

Advertiser	Citizens to Create Jobs and Protect Revenue
Product	
Agency	StateNets
Buyer Name	Dave Martin
Buyer Phone	804.364.3075
Buyer Email	davemartin@statenets.com
Address 1	2601 Northwind Drive
Address 2	-
City, State, ZIP	Richmond, VA 23233

BILLING INFORMATION

Contact Name	Carla Litton
Phone	708.990.3796
Email	carla@statenets.com
Address 1	1321 Wood Street
Address 2	-
City, State, ZIP	Crete, IL 60417

STATION INFORMATION

Station Ordered	WWKX-FM
Representative	Jill Ferri
Email	jill.ferri@cumulus.com

Contract Start 9/26/16 # of Weeks 7
 Contract End 11/8/16

PLEASE EMAIL INVOICE AFFIDAVITS TO:

carla@statenets.com

STATENETS

1321 Wood Street

Crete, IL 60417

ALL INVOICES & AFFIDAVITS EMAILED - unless otherwise specified to carla@statenets.com

STATION BILLING INFO

Please note a hard stop of 1pm, Tuesday, 11/8.
WEEKLY ESTIMATE NUMBERS: 9/26: 1868; 10/3: 1869; 10/10: 1870; 10/17: 1871; 10/24: 1872; 10/31: 1873; 11/8: 1874.
 1502 Wampanoag Trail East Providence, RI 02915 401-433-4200 ext167

WEEKS OF	DAYS	TIMES	:60/:30	SPOTS/WEEK	TOTAL SPOTS	RATE	WEEKLY TOTAL \$
9/26	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/3	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/10	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/17	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/24	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/31	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
11/7/16	Mon	6a-8p	:60	6	6	\$55.00	\$330.00
11/8/16	Tue	6a-1p	:60	6	6	\$55.00	\$330.00
					0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
TOTAL SPOTS							

SPOTS 120 NET TOTAL \$6,600.00

Jan	Apr	July	Oct	\$4,950.00
Feb	May	Aug	Nov	\$1,650.00
Mar	June	Sept	Dec	

Authorized Client Signature

Authorized StateNets Signature

NETWORK SPOT CONTRACT

StateNets

Date 8/9/16 Modification Date 9/22
 Contract # JB16-042 Estimate # See Special Instructions

ADVERTISER

Advertiser Citizens to Create Jobs and Protect Revenue
 Product
 Agency StateNets
 Buyer Name Dave Martin
 Buyer Phone 804.364.3075
 Buyer Email davemartin@statenets.com
 Address 1 2601 Northwind Drive
 Address 2 -
 City, State, ZIP Richmond, VA 23233

Contract Start 10/3/16 # of Weeks 6
 Contract End 11/8/16

PLEASE EMAIL INVOICE AFFIDAVITS TO:

carla@statenets.com

STATENETS

1321 Wood Street

Crete, IL 60417

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BILLING INFORMATION

Contact Name Carla Litton
 Phone 708.990.3796
 Email carla@statenets.com
 Address 1 1321 Wood Street
 Address 2 -
 City, State, ZIP Crete, IL 60417

STATION INFORMATION

Station Ordered WWKX-FM
 Representative Jill Ferri
 Email jill.ferri@cumulus.com

STATION BILLING INFO

REVISION: Cancelling week of 9/26.
 Please note a hard stop of 1pm, Tuesday, 11/8.
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WEEKS OF	DAYS	TIMES	:60/:30	SPOTS/WEEK	TOTAL SPOTS	RATE	WEEKLY TOTAL \$
				0	0	\$55.00	\$0.00
10/3	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/10	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/17	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/24	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/31	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
11/7/16	Mon	6a-8p	:60	6	6	\$55.00	\$330.00
11/8/16	Tue	6a-1p	:60	6	6	\$55.00	\$330.00
					0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
TOTAL SPOTS							

SPOTS 102 NET TOTAL \$5,610.00

Jan	Apr	July	Oct	\$3,960.00
Feb	May	Aug	Nov	\$1,650.00
Mar	June	Sept	Dec	

Authorized Client Signature

Authorized StateNets Signature

NETWORK SPOT CONTRACT

StateNets

Date 8/9/16 Modification Date 9/22
 Contract # JB16-042 Estimate # See Special Instructions

ADVERTISER

Advertiser Citizens to Create Jobs and Protect Revenue
 Product
 Agency StateNets
 Buyer Name Dave Martin
 Buyer Phone 804.364.3075
 Buyer Email davemartin@statenets.com
 Address 1 2601 Northwind Drive
 Address 2 -
 City, State, ZIP Richmond, VA 23233

Contract Start 10/3/16 # of Weeks 6
 Contract End 11/8/16

PLEASE EMAIL INVOICE AFFIDAVITS TO:

carla@statenets.com

STATENETS
 1321 Wood Street

Crete, IL 60417

ALL INVOICES & AFFIDAVITS EMAILED - unless otherwise specified to carla@statenets.com

BILLING INFORMATION

Contact Name Carla Litton
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 Representative Jill Ferri
 Email jill.ferri@cumulus.com

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10/17	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/24	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
10/31	Mon.-Sat.	6a-8p	:60	18	18	\$55.00	\$990.00
11/7/16	Mon	6a-8p	:60	6	6	\$55.00	\$330.00
11/8/16	Tue	6a-1p	:60	6	6	\$55.00	\$330.00
					0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
				0	0		\$0.00
TOTAL SPOTS							

SPOTS 102 NET TOTAL \$5,610.00

Jan	Apr	July	Oct	\$3,960.00
Feb	May	Aug	Nov	\$1,650.00
Mar	June	Sept	Dec	

Authorized Client Signature

Authorized StateNets Signature



Target Enterprises
15260 Ventura Boulevard, Suite 1240
Sherman Oaks, CA 91403
(818) 905-0005

AGREEMENT FORM FOR NON-CANDIDATE ADVERTISING

Station and Location: <u>WWKX-FM, WPRO-AM, WPRV-AM</u>	Date: <u>9/28/16</u>
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I, **TARGET ENTERPRISES** do hereby request station time concerning the following issue:

Citizens to Create Jobs and Protect Revenue - Gambling (Twin River Casino-Tiverton)

SEE ATTACHED SCHEDULES

This broadcast time will be used by: Citizens to Create Jobs and Protect Revenue

Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"	
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

I represent that the payment for the above described broadcast time has been furnished by
(name & address)

Citizens to Create Jobs and Protect Revenue - 100 Twin River Rd Lincoln, RO 02865

and are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors (or attach separately):

BOD: Craig L. Eaton, George Papanier, John E. Taylor, Jr

Julie Iadanza

07/25/2016

Signature of Issue Advertiser (Sponsor)

Date

To be Signed by Station Representative

☒ Accepted

☐ Accepted in Part

☐ Rejected

Signature

Date

Printed Name

Title