

**BROADCAST AIRTIME PURCHASE CONTRACT**

Conservative Campaign Committee PAC (Client's name), of 976 Pacific Ave  
Willows, CA 95988 PH: 775-764-0567 (Client's address and telephone number),  
 referred to as "Client," and KLZ Radio, Inc., of 2821 S. Parker Road, Suite 1205, Aurora, CO 80014, telephone number (303) 481-1800, referred to as  
 "Company," agree that Client will purchase and Company will provide air time on Radio Station KLZ AM 560, referred to as the "Station," according to the terms  
 and conditions set forth in this Broadcast Airtime Purchase Contract (the "Agreement"). Company and this contract do not discriminate on the basis of race, color,  
 national origin or gender.

**Section 1. Term.** This Agreement shall be effective as of September 25, 2016, when the first broadcast shall take place, and shall  
 terminate, except as otherwise stated in **Section 5 below**, on September 30, 2016, when the last broadcast shall take place.

**Section 2. Broadcast Schedule and Payment Rates.** Subject to any modification of this Section by the Special Terms, if any, of **Section 3**, Client grants all  
 rights required for the broadcast of Client's programming, including "broadcast" by means of streaming on the Internet, the broadcasts shall air on the days  
 and hours identified below, and Client shall pay Company the Rate Per Broadcast as identified below:

Schedule	Broadcast Length	Broadcast Time	Broadcasts Per Day	Days Broadcast	Rate Per Broadcast
1	<u>30</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>8:00a</u> and <u>5:00p</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	<u>3</u>	S M T W T F S <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ <u>25.00</u>
2	<u>30</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>6:00a</u> and <u>12:00p</u> <input type="checkbox"/> AM <input type="checkbox"/> PM	<u>7</u>	S M T W T F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$ <u>30.00</u>
3	<u>30</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>3:00</u> and <u>6:00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>5</u>	S M T W T F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$ <u>30.00</u>
4	<u>30</u> <input type="checkbox"/> minutes <input checked="" type="checkbox"/> seconds	Between <u>7:00</u> and <u>8:00</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	<u>1</u>	S M T W T F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	\$ <u>25.00</u>

**Section 3. Special Terms:**

Payment in full of the total Agreement amount specified in Sections 1 and 2 is due in advance of the first broadcast.

Schedule 1 will air on 9/25/16 only, and schedules 2-4 will air from 9/26/16 through 9/30/16.

**Section 4. Payment.** Client will pay for the airtime supplied by the Company on a monthly basis. Client's monthly broadcast payment is due in full on or  
 before the 15<sup>th</sup> of the month following the last day of the month of broadcast unless this payment arrangement is specifically modified by the Special  
 Terms, if any, of **Section 3**. Client's failure to pay in full within 30 days of the month of broadcast will result in the suspension of Client's broadcasts and  
 Client will be deemed to be in breach of contract, at Company's option, and shall be liable to the Company for the billing for the remainder of the  
 minimum term or notice period specified in **Section 5(a)** below and any and all other damages, including any fees specified in **Section 3**, allowed by either  
 law or equity.

**Section 5. Termination.**

(a) **Termination by Client.** Unless specifically modified by the Special Terms, if any, contained in **Section 3**, Client may not terminate this  
 Agreement for 4 (or "X") weeks after the first date of broadcast. At the expiration of X weeks, Client may terminate this Agreement by providing  
 Company written notice of termination not less than N/A (or "Y") days prior to the effective date of the termination. The minimum term of this Agreement  
 is X weeks plus Y days. Notice must be sent Certified Mail, return receipt requested, addressed to the General Manager of the Station at the address  
 identified above. (At its option only, the Company may accept notice provided by other means. The accepting of notice by other means does not waive the  
 Company's right to demand that notice be provided in a writing transmitted by Certified Mail, return receipt requested.) If Client terminates this Agreement  
 prior to the expiration of X weeks from the first date of broadcast or, after such X week period has expired, without giving Company Y days written notice  
 of termination, Client will be deemed to be in breach of contract and shall be liable to Company for the billing for the remainder of the X weeks and/or the  
 Y day notice period and any and all other damages, including any fees specified in **Section 3**, allowed by either law or equity.

(b) **Termination by Company.** Company, in its sole discretion, may terminate this Agreement at any time and for any reason whatsoever by  
 providing Client written notice of termination not less than 30 days prior to the effective date of the termination. Company, however, is not required to  
 give notice of termination to Client and may terminate this contract, in its sole discretion, immediately if (i) Client fails to pay, under the terms of **Section 4**  
 of this Agreement, for airtime used by Client; or (ii) if Client breaches any other provision of this Agreement; or (iii) if Company, in its sole discretion,  
 deems Client's program content or advertising to fail to conform to the standards of the Federal Communications Commission, the National Association of  
 Broadcasters, or the Station itself; or (iv) if Company, in its sole discretion, deems Client's program content or advertising to fail to conform to the  
 Station's programing format, either at the time this Agreement is signed or at any subsequent date. Company's failure to enforce its right to terminate  
 this Agreement shall not constitute a waiver of such right, which may be enforced at any time thereafter. The terms of this subsection (b) supersede and  
 override any other provision of this Agreement to the contrary, including **Section 3**.

**Section 6. Content of Broadcasts.** Company shall have the right to approve or to disapprove all materials submitted for broadcasts and to refuse to permit  
 any individual to participate in any broadcast. Company's right of disapproval shall be exercised in its sole discretion as to any matter that it deems  
 objectionable for any reason whatsoever. Client must deliver all programming and advertising material to Station not less than 48 hours in advance of  
 broadcast time. In the event Client fails to supply such material in a timely manner, Company shall have the right to broadcast substitute programming or  
 advertising and Client shall be obligated to pay for the time contracted and any expenses incurred by Company in obtaining and broadcasting substitute  
 programming or advertising. Client assumes complete and total responsibility for all program content provided by Client. Company shall have no  
 responsibility for errors or quality of the program content provided by Client.

**Section 7. Governmental Regulations.** This Agreement is subject to the terms of the licenses held by the Company and its affiliated stations and to all  
 federal, state, and local laws, regulations, and decisions either presently in existence or enacted, made, or enforced in the future, including the regulations  
 and actions of all governmental administrative agencies and commissions.

Section 8. Technical Difficulties or Other Causes Beyond Control of Company. Any failure, interruption, or delay in airing the broadcasts provided for under this Agreement, either in whole or in part, resulting from technical difficulties or mechanical failure of the broadcasting equipment, or from strikes, labor disputes, boycotts, riots, civil insurrection, terrorism, war or national emergencies, governmental restrictions, acts of God, or from any other cause beyond the control of the Company, shall not constitute a breach of this Agreement.

Section 9. Preemption. The Company reserves the right, in its sole discretion, to preempt the time provided under this Agreement for programs and announcements to present special events or programs of public importance. The Client shall not be required to pay for any time preempted by the Company.

Section 10. Indemnification. Client shall indemnify and hold harmless Company, its agents, employees, contractors and affiliated stations or companies, including but not limited to Crawford Broadcasting Company, from and against any and all claims, damages, or liability, including attorney's fees and the costs of any legal action, for libel, slander, invasion of privacy, improper trade practices, illegal competition, infringement of trademark or name, unfair competition, infringement of copyright or licenses, fraud, negligent or misrepresentation, or any other wrongful conduct resulting from the broadcasting of material supplied or produced by Client, including musical compositions and performances.

Section 11. Assignability. Client may not assign any rights or delegate any duties under this Agreement to any other person or entity without the express prior written consent of Company. Company may, but is not required to, assign any of its rights or delegate any of its duties under this Agreement to a purchaser of the Station should the Station be sold. Company's right of assignment is not subject to the consent of Client.

Section 12. Ownership. Any and all ideas, themes, copy production, and commercial or programming matters of any kind produced by Company as a result of this Agreement shall remain the property of Company and cannot be used in any other way, or for any other advertising purposes without the express written approval of the Company.

Section 13. Remedies.

(a) Legal and Injunctive Relief. If Client breaches any provision of this Agreement, Company reserves the right to avail itself of any remedy available to it at law or in equity. Such remedies may include compensatory (including, but not limited to all amounts owing to Company under Sections 2, 3, 4, and 5(a)) and, where allowed by law, exemplary damages. During any breach by Client, Company may cease performance of any duties set forth under this Agreement. Furthermore, Company shall have the right to specifically enforce the contract and to require its performance for the entire duration as agreed upon, and to continue to advertise and/or broadcast programs on behalf of the Client at the rates existing when the contract was executed. Client agrees that the foregoing remedies shall be cumulative and not exclusive and shall not be waived by any partial exercise or nonexercise thereof and shall be in addition to any other remedies available to Company at law or in equity.

(b) Costs and Attorney's Fees. In addition to any other remedies and damages available to Company, at law or in equity, in the event Client violates any provision of this Agreement, Company shall be entitled to recover reasonable costs, collection agency fees, and attorney's fees from Client incurred by Company in any action brought by Company to enforce the terms of this Agreement. These fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose, and shall be in addition to any other relief that may be awarded.

(c) Limitation of Liability. In the event Company breaches any provision of this Agreement, Company shall not be liable in damages or equity to Client in an amount exceeding the value of the airtime provided (or to be provided, as the case may be) to Client as measured by the rates stated in Section 2—or if modified by Section 3—in Section 3. Client explicitly agrees to this limitation of liability and to waive the right, if any, to recover consequential damages (such as lost profit) or any other damages or equitable recovery that might otherwise be available to Client in law or in equity.

Section 14. Governing Law; Jury Waiver Provision. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO. CLIENT HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CLIENT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. COMPANY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CLIENT.

Section 15. Entire Agreement. THIS WRITING CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. IT SUPERSEDES ANY AND ALL OTHER AGREEMENTS, EITHER ORAL OR IN WRITING, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND CONTAINS ALL OF THE COVENANTS AND AGREEMENTS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT NO REPRESENTATIONS, INDUCEMENTS, PROMISES, OR AGREEMENTS, ORALLY OR OTHERWISE, HAVE BEEN MADE BY ANY PARTY, OR ANYONE ACTING ON BEHALF OF ANY PARTY, THAT ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT NO AGREEMENT, STATEMENT, OR PROMISE NOT CONTAINED IN THIS AGREEMENT SHALL BE VALID, BINDING OR ACTIONABLE. ANY ORAL REPRESENTATIONS OR MODIFICATIONS CONCERNING THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS CONTAINED IN A SUBSEQUENT WRITING, SIGNED BY THE PARTY TO BE CHARGED. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE AGREEMENT HAS BEEN READ AND THOROUGHLY UNDERSTOOD AND THAT CLIENT HAD ADEQUATE TIME TO REVIEW THE AGREEMENT AND, IF DESIRED, CONSULT INDEPENDENT LEGAL COUNSEL AS TO CLIENT'S OBLIGATIONS HEREIN.

Section 16. Signature of Company Required. THIS AGREEMENT IS NOT BINDING UPON COMPANY UNTIL SIGNED BY AN AUTHORIZED AGENT OF COMPANY

COMPANY: KLZ Radio, Inc.

CLIENT: Conservative Campaign Committee PAC

By: \_\_\_\_\_  
[Printed name and title]

By: \_\_\_\_\_  
[Printed name and title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FCR OFFICE USE ONLY - THIS BOX IS NOT PART OF THIS AGREEMENT				Code: 6	Account #:	Contract #:							
Program Name/dba: Conservative Campaign Committee PAC				Contact Name: Luan Francis									
Mailing Address: 976 Pacific Ave., Willows, CA 95988													
Phone: 775-764-0567		Fax:		Email: lulu5009@msn.com									
AE: Dan Meurer		Writer: Dave Kieta		Other: Curtis		Other: John Rush FTE Initial:							
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
20__													
20__													

CONSERVATIVE CAMPAIGN COMMITTEE  
976 PACIFIC AVE  
WILLOWS, CA 95988-9788

WELLS FARGO BANK, N.A.  
www.wellsfargo.com  
11-4288/1210

1904

09/22/2016

PAY TO THE ORDER OF KLZ Radio | \$ 1,500.00

One Thousand Five Hundred and XX/100

DOLLARS

KLZ Radio  
2821 S Parker Road Suite 1205  
Aurora, CO 80014-2720

MEMO

*Kelly Kaula*  
AUTHORIZED SIGNATURE



CONSERVATIVE CAMPAIGN COMMITTEE

1904

KLZ Radio

One Thousand Five Hundred and XX/100

09/22/2016

\$1,500.00

KLZ Radio  
2821 S Parker Road Suite 1205  
Aurora, CO 80014-2720

CONSERVATIVE CAMPAIGN COMMITTEE

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One Thousand Five Hundred and XX/100

09/22/2016

\$1,500.00

KLZ Radio  
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Aurora, CO 80014-2720

## AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

<b>Station and Location:</b> KLZ Denver, CO	<b>Date:</b> 9/22/2016
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I, Luan Francis of the Conservative Campaign Committee PAC  
do hereby request station time concerning the following issue:

Defeat Michael Bennet Rally: 80% Against (D) Senator Michael Bennet 20% Pro (R) Darryl Glenn
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Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks
30 sec	As per Buy	As per Buy	As per Buy	As per Buy	1

This broadcast time will be used by: Conservative Campaign Committee PAC

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT  
"COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE."  
FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.**

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

**Does the programming (in whole or in part) communicate "a message relating to any political matter of national importance?"**

Yes

No

For programming that "communicates a message relating to any political matter of national importance," list the name of the legally qualified candidate(s) the programming refers to, the offices being sought, the date(s) of the election(s) and/or the issue to which the communication refers (if applicable):

(D) Michael Bennet  
(R) Darryl Glenn  
November 2016 Colorado Senate Race

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

Conservative Campaign Committee PAC  
P.O. Box 278855  
Sacramento, CA 95827

and you 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 below (or attach separately):

Lloyd Marcus Chairman  
Selena Ramus Co Chair

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

**THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT  
DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL  
IMPORTANCE"**

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

Conservative Campaign Committee PAC  
P.O. Box 278855  
Sacramento, CA 95827

and you 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 below (or attach separately):

Lloyd Marcus Chairman  
Selena Ramus Co Chair

**TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS**

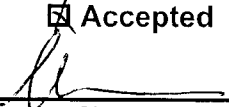
**THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.**

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). **For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least 1 day before the time of the scheduled broadcasts.**

**TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)**

<u>9/22/2016</u>	<u>Luan Francis</u>	<small>Digital signed by Luan Francis Date: 2016.09 22 19:03:35 -07'00'</small>	<u>775-764-0567</u>
Date	Signature		Contact Phone Number

**TO BE SIGNED BY STATION REPRESENTATIVE**

<input checked="" type="checkbox"/> <b>Accepted</b>	<input type="checkbox"/> <b>Accepted in Part</b>	<input type="checkbox"/> <b>Rejected</b>
<u></u>	<u>Michael D. Tran</u>	<u>Manager</u>
Signature	Printed Name	Title

### AGREED UPON SCHEDULE

**For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance**

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 time the rate for spots “communicating a political matter of national importance” air, 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 and rates for specific spots aired. 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.**



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WILLOWS, CA 95988-9788

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11-4288/1210

1907

09/23/2016

PAY TO THE  
ORDER OF

KLZ Radio

\$

\$500.00

Five Hundred and XX/100

DOLLAR

KLZ Radio  
2821 S Parker Road Suite 1205  
Aurora, CO 80014-2720

MEMO

*Kelly Gaudin*  
AUTHORIZED SIGNATURE



CONSERVATIVE CAMPAIGN COMMITTEE

1907

KLZ Radio

Five Hundred and XX/100

09/23/2016

\$500.00

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