

ISSUE (Non-candidate) ADVERTISEMENT AGREEMENT FORM

I, Lisa Cabanel, hereby request station time as follows: See **Order** for proposed schedule and charges. See **Invoice** for actual schedule and charges.

Check one:

- Ad "communicates a message relating to any political matter of national importance" by referring to (1) a legally qualified candidate for federal office; (2) an election to federal office; (3) a national legislative issue of public importance (e.g., health care legislation, IRS tax code, etc.); or (4) a political issue that is the subject of controversy or discussion at the national level.
- Ad does NOT communicate a message relating to any political matter of national importance (e.g., relates only to a state or local issue).

ALL QUESTIONS/BLOCKS MUST BE COMPLETED

Station time requested by: [REDACTED]

Agency name: LC Media LLC

Address: 1604 Fawn Lane Huntingdon Valley PA 19006

Contact: Lisa Cabanel Phone number: 215-530-9819 Email: lisa@lcmedia.net

Name of advertiser/sponsor (list entity's full legal name as disclosed to the Federal Election Commission (for federal committees) with no acronyms; name must match the sponsorship ID in ad):

Name: Better Boston Independent Expenditure PAC

Address: 1034 Centre Street PO Box 320322

Contact: Sonia Alleyene Phone number: 617-675-9795 Email: info@betterboston2021.com

Station is authorized to announce the time as paid for by such person or entity.

List ALL chief executive officers, members of the executive committee and the board of directors or other governing group(s) of the advertiser/sponsor (Use separate page if necessary):

Sonia Alleyene chair / treasurer

By signing below, advertiser/sponsor represents that those listed above are the only executive officers, members of the executive committee and board of directors or other governing group(s).

If ad refers to a federal candidate(s) or federal election, list ALL of the following: N/A

Name(s) of every candidate referred to:

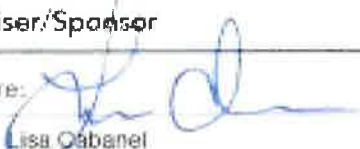
Office(s) sought by such candidate(s) (no acronyms or abbreviations):

Date of election:

Clearly identify EVERY political matter of national importance referred to in the ad (no acronyms); use separate page if necessary: N/A

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

The advertiser/sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, which may arise from the broadcast of the above-requested advertisement(s). For the above-requested ad(s), the advertiser/sponsor also agrees to prepare a script, transcript or tape, which will be delivered to the station by the log deadlines outlined in the station's disclosure statement.

Advertiser/Sponsor	Station Representative
Signature: 	Signature: D. J. diLuca
Name: Lisa Gabanel	Name: Denise J. diLuca
Date of Request to Purchase Ad Time:	Date of Station Agreement to Sell Time: 9/8/21

TO BE COMPLETED BY STATION ONLY

Ad submitted to station? Yes No Date ad received: **9/8/21**

Note: Must have separate PB-19 forms for each version of the ad (i.e., for every ad with differing copy).

If only one officer, executive committee member or director is listed above, station should ask the advertiser/sponsor in writing if there are any other officers, executive committee members or directors, maintain records of inquiry and update this form if additional officers, members or directors are provided.

Disposition:

Accepted
 Accepted IN PART (e.g., ad not received to determine content)
 Rejected - provide reason:

*Upload partially accepted form, then promptly upload updated final form when complete.

Date and nature of follow-ups, if any:

Contract #: 1725869421	Station Call Letters: WJMN-FM	Date Received/Requested: 9/8/21
Est. #: 348 issue	Station Location: Boston, MA	Run Start and End Dates: 9/10/21 - 9/13/21

For national issue ads only (not required for state/local issue ads):

Upload order, this disclosure form and invoice (or traffic system print-out) or other material reflecting this transaction to the OPIF or use this space to document schedule of time purchased, when spots actually aired, the rates charged and the classes of time purchased (including date, time, class of time and reasons for any make-goods or rebates) or attach separately. If station will not upload the actual times spots aired until an invoice is generated, the name of a contact person who can provide that information (immediately should be placed in the "Terms and Disclosures" folder in the OPIF.

Cote, Alexandria

From: Lisa Cabanel <lisa@lcmmedia.net>
Sent: Wednesday, September 8, 2021 2:29 PM
To: Scott, David
Subject: Re: [EXTERNAL] Better Boston

Yes she is the only one.

Thank you

On Wed, Sep 8, 2021 at 2:22 PM Scott, David <DavidScott@iheartmedia.com> wrote:

Hi Lisa. Thanks very much. I also received payment and NAB.

In order to comply with FCC regulations, I need a complete listing of all *Better Boston* board members and officers. Can you please send? If Sonia Alleyene is the sole officer/board member of the group, please let me know.

Thanks.

David Scott

Vice President, Director of Sales

iHeartMedia | Multi-Market Sales

111 Presidential Blvd, Suite 100, Bala Cynwyd, PA 19004

o: 610.784.5524

m: 917.696.6559

America's #1 Audio Company

Reaching 9 out of 10 Americans Every Month

Radio | Podcasts | Digital | Social | Influencers | Data | Events

From: Lisa Cabanel <lisa@lcmedia.net>

Sent: Wednesday, September 8, 2021 12:14 PM

To: Merget, Michael <Michael.Merget@Katzmedia.com>; Cooper, Lindsay <Lindsay.Cooper@Katzmedia.com>; Scott, David <DavidScott@iheartmedia.com>

Subject: [EXTERNAL] Better Boston

Attached is the spot I would like to start tomorrow going to pay the stations directly unless you tell me otherwise

CAUTION: This message originated from outside of the company. Please take all precautions when opening attachments or links from outside sources.

Advertiser No: 2091277 Order No: 1725869421
 Start Date: 09/10/2021 Co-op: No
 End Date: 09/13/2021 Package: No
 Month Type: Broadcast Agency Comm: 15%
 Revision #: 0
 CPE: - - 348
 AE: PHILADELPHIA, MMS
 Entered: 9/09/2021 1:14 PM by Fusion
 Last Update: 9/09/2021 1:14 PM by Fusion
 Note: WJMN-FM 35322668 348 Issue
 Note 2:
 Spl Req Inv:

Better Boston Independent Expe
 LC MEDIA

 1604 Fawn Ln
 Huntingdon Valley, PA 19006

Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. M T W T F S S	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1 Boston WJMN-FM	05:00-10:00 Commercial	09/10/21	09/10/21	1	310.00 National Agency-Political	0 x	8	60	8	2,480
2 Boston WJMN-FM	10:00-15:00 Commercial	09/10/21	09/10/21	1	250.00 National Agency-Political	0 x	8	60	8	2,000
3 Boston WJMN-FM	15:00-19:00 Commercial	09/10/21	09/10/21	1	310.00 National Agency-Political	0 x	8	60	8	2,480
4 Boston WJMN-FM	06:00-19:00 Commercial	09/11/21	09/11/21	1	185.00 National Agency-Political	0 x	3	60	3	555
5 Boston WJMN-FM	06:00-19:00 Commercial	09/12/21	09/12/21	1	185.00 National Agency-Political	0 x	3	60	3	555
6 Boston WJMN-FM	05:00-10:00 Commercial	09/13/21	09/13/21	1	310.00 National Agency-Political	0 x	4	60	4	1,240
7 Boston WJMN-FM	10:00-15:00 Commercial	09/13/21	09/13/21	1	250.00 National Agency-Political	0 x	4	60	4	1,000
8 Boston WJMN-FM	15:00-19:00 Commercial	09/13/21	09/13/21	1	310.00 National Agency-Political	0 x	4	60	4	1,240

No. of Spots/Misc/Digital: 42/0/0

Ordered Gross: \$11,550.
 Agency Commission: \$1,732.
 Ordered Net: \$9,817.
Total Net Due: \$9,817.

Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug S

Ord.:	42	0	0	0	0	0	0	0	0	0	0	0	0
is:	11,550.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(
	9,817.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(

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TERMS AND CONDITIONS

Term "Advertiser" shall include advertiser and any agency or buying service named in the Order Confirmation, and all persons and entities included within Advertiser agree to the purchase of 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 amounts 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. ("iHeartMedia").

TERMS AND CONDITIONS

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 Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law at the time of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and nature of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Advertiser 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. If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers matter to collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

TERMINATION AND BREACH

2.1. This contract may be terminated by either party giving the other party prior written notice according to the inventory type identified in the Order Confirmation as follows: (a) with respect to purchases of Broadcast inventory, fourteen (14) days prior written notice; (b) with respect to purchases of Digital inventory, thirty (30) days prior written notice; (c) with respect to purchases of Influencer or Endorsement inventory, six (6) months prior written notice; (d) with respect to purchases of Naming Rights inventory, twelve (12) months prior written notice. Sponsorship inventory may not be terminated by either party except as set forth in Sections 2.2 and 2.3 below. If Advertiser so terminates this contract, Advertiser will pay Station at Station's standard 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 Station for 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 upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all amounts due by Advertiser shall become immediately due and payable.

2.3. Advertiser may cancel this contract at any time upon material breach 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.

2.4. 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 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 purchase 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.

2.5. To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not caused by the possibility of such damages and punitive damages) other than as specified in this contract.

REPRESENTATIONS & WARRANTIES / INDEMNIFICATION, INSURANCE 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 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 Station, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal and local laws and regulations, including, but not limited to, those of the Federal Communications Commission ("FCC") (e.g., sponsorship identification, indecency, EAS compliance and FCC regulations) and the Federal Trade Commission ("FTC") (e.g., endorsements, sponsorship disclosure, truth-in-advertising compliance and all other FTC regulations). Advertiser warrants that it is aware of the danger of the virus named "SARS-CoV-2" and the disease it causes named "coronavirus disease 2019, its variants or other communicable diseases, and agrees to comply with all applicable federal, state and local laws and regulations in connection therewith and guidance of the United States Centers for Disease Control with respect to Advertiser's own operations.

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, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation; (ii) unlawful advertising 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, spoken word or other copyrightable material embodied in Advertiser Materials); (iii) any breach or violation of any sort of Section 5.7 or the representations and warranties described in Section 3.1; (iv) claims arising from the products, services, operations, data, representations or warranties relating to, 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) including health safety and compliance with all applicable federal, state and local laws and regulations in connection therewith. 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.

3.3. Advertiser will maintain sufficient general liability insurance coverage for its business and operations to include contractual liability, advertising liability and liquor liability (if applicable to its operations). Such policies shall be primary and non-contributory for Advertiser's own operations. Advertiser shall also maintain statutory workers compensation coverage under state laws, which shall provide a waiver of subrogation to Station to the extent allowable under its policies.

ABILITY 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, announcement or other advertising inventory 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 importance. 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 discounts under this contract.

PROGRAM PRODUCTION; COMMERCIAL MATERIAL; DIGITAL INVENTORY; ENDORSEMENT/INFLUENCER INVENTORY; DATA

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 transmit Advertiser Material.

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 such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted 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 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 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. Advertiser agrees that all purchases of Digital Inventory shall be made pursuant to the IAB's Standard Terms and Conditions for Internet Advertising for Media Buys One Year or longer (the "IAB Terms"). In the event of a conflict between this contract and the IAB Terms, this contract shall control.

5.6. Advertiser agrees that (i) all purchase of Influencer or Endorsement inventory will be subject to influencer or endorser talent approval and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, those of the Federal Trade Commission (e.g., sponsorship disclosure, truth-in-advertising compliance and all other applicable regulations) and (ii) Station may exercise a continuing right to replace influencer or endorser talent.

5.7. If Station provides Advertiser with any data pertaining to the transmission of Advertiser Material ("Station Data"), Station grants Advertiser a limited, revocable, non-exclusive 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 shall 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.

5.8. NON-DISCRIMINATION. 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 advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

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 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) led 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. Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

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 it 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 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.

7.7. 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 USE.