Contract Agreement Between:

CONTRACT

KTVN Channel 2
4925 Energy Way
Reno, NV 89502
(775) 858-2222

Contract / Revision	Alt Order #
24958 /	26034188

Product		
Issue		
Contract Dates	Estimate #	
09/11/18 - 09/17/18	6510	
Advertiser		Original Date / Revision
Senate Majority PAC		06/14/18 / 06/14/18

And:

Waterfront Strategies
3050 K St NW STE 100
Washington, DC 20007

REVISED

Billing Cycle	Billing Calendar	Cash/Trade
EOM/EOC	Broadcast	Cash
Property	Account Executive	Sales Office
KTVN	Katz Washington, DC	Katz Washingto
Special Handling		
Demographic		
Households		
Agy Code	Advertiser Code	Product 1/2
9914573	163	173
Agency Ref	Advertiser Ref	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
1	All	09/11/18	09/17/18	M-F Local News @ 5a	5:00 AM-5:30 AM		:30			NM	1	$300.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	1	$300.00							
2	All	09/11/18	09/17/18	M-F Local News @ 5a	5:30 AM-6:00 AM		:30			NM	1	$300.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	1	$300.00							
3	All	09/11/18	09/17/18	M-F Local News @ 6a	6:00 AM-6:30 AM		:30			NM	2	$1,200.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	2	$600.00							
4	All	09/11/18	09/17/18	M-F Local News @ 6a	6:30 AM-7:00 AM		:30			NM	4	$2,400.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	4	$600.00							
5	All	09/11/18	09/17/18	M-F CBS This Morning	7:00 AM-9:00 AM		:30			NM	5	$3,750.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	5	$750.00							
6	All	09/16/18	09/16/18	CBS Sunday Morning	7:00 AM-8:30 AM		:30			NM	1	$900.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/10/18	09/16/18	------S	1	$900.00							
7	All	09/16/18	09/16/18	Face The Nation	8:30 AM-9:00 AM		:30			NM	1	$900.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/10/18	09/16/18	------S	1	$900.00							
8	All	09/11/18	09/17/18	M-F	9:00 AM-10:00 AM		:30			NM	2	$1,500.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	2	$750.00							
9	All	09/11/18	09/17/18	M-F	10:00 AM-11:00 AM		:30			NM	4	$3,400.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	4	$850.00							
10	All	09/11/18	09/17/18	M-F	2:00 PM-3:00 PM		:30			NM	3	$750.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							
Week:	09/11/18	09/17/18	MTWTF--	3	$250.00							
E 11	All	09/11/18	09/17/18	M-F	3:00 PM-4:00 PM		:30			NM	6	$3,000.00
	Start Date	End Date	Weekdays	Spots/Week	Rate							

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Advertiser	Original Date / Revision
Senate Majority PAC	06/14/18 / 06/14/18

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/ Week	Rate	Type	Spots	Amount
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	3	$350.00						
Spot	Ch	Date Range		Description	Start/End Time	Weekdays	Length		Rate	Type		
1	All	09/11/18-09/17/18		M-F	3:00 PM-4:00 PM	MTuWThF----	:30		~~$350.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		People's Court 2-3P										
2	All	09/11/18-09/17/18		M-F	3:00 PM-4:00 PM	MTuWThF----	:30		~~$350.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		People's Court 2-3P										
3	All	09/11/18-09/17/18		M-F	3:00 PM-4:00 PM	MTuWThF----	:30		~~$350.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		People's Court 2-3P										
4	All	09/11/18-09/17/18		M-F	2-3p	MTuWThF----	:30		$350.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
5	All	09/11/18-09/17/18		M-F	2-3p	MTuWThF----	:30		$350.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
6	All	09/11/18-09/17/18		M-F	2-3p	MTuWThF----	:30		$350.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
7	All	09/11/18-09/17/18		M-F	3-4p	MTuWThF----	:30		$650.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
8	All	09/11/18-09/17/18		M-F	3-4p	MTuWThF----	:30		$650.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
9	All	09/11/18-09/17/18		M-F	3-4p	MTuWThF----	:30		$650.00	NM		
Ⓜ	MG for 11.1,11.3,12.1,12.3,11.2,12.2											
E 12	All	09/11/18	09/17/18	M-F	4:00 PM-5:00 PM		:30			NM	0	$0.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	3	$650.00						
Spot	Ch	Date Range		Description	Start/End Time	Weekdays	Length		Rate	Type		
1	All	09/11/18-09/17/18		M-F	4:00 PM-5:00 PM	MTuWThF----	:30		~~$650.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		Ellen 3-4P										
2	All	09/11/18-09/17/18		M-F	4:00 PM-5:00 PM	MTuWThF----	:30		~~$650.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		Ellen 3-4P										
3	All	09/11/18-09/17/18		M-F	4:00 PM-5:00 PM	MTuWThF----	:30		~~$650.00~~	NM		
		See MG 11.4,11.5,11.6,11.7,11.8,11.9										
		Ellen 3-4P										
13	All	09/11/18	09/17/18	M-F Local News @ 5p	5:00 PM-5:30 PM		:30			NM	2	$2,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	2	$1,000.00						
14	All	09/11/18	09/17/18	M-F Local News @ 530p	5:30 PM-6:00 PM		:30			NM	4	$4,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	4	$1,000.00						
15	All	09/11/18	09/17/18	M-F Local News @ 630p	6:30 PM-7:00 PM		:30			NM	2	$2,800.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	2	$1,400.00						
16	All	09/11/18	09/17/18	M-F Local News @ 7p	7:00 PM-7:30 PM		:30			NM	3	$3,000.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/11/18	09/17/18	MTWTF--	3	$1,000.00						
17	All	09/15/18	09/15/18	Sa-Su Local News @ 630p	6:30 PM-7:00 PM		:30			NM	1	$600.00
		Start Date	End Date	Weekdays	Spots/Week	Rate						
Week:		09/10/18	09/16/18	-----S-	1	$600.00						

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		Start Date	End Date	Weekdays	Spots/Week	Rate						
18	All	09/15/18	09/15/18	Raiders Silver & Black	7:00 PM-7:30 PM		:30			NM	1	$475.00
Week:		09/10/18	09/16/18	-----S-	1	$475.00						
19	All	09/16/18	09/16/18	Sa-Su Local News @ 5p	5:00 PM-5:30 PM		:30			NM	1	$750.00
Week:		09/10/18	09/16/18	------S	1	$750.00						
20	All	09/11/18	09/17/18	M-F	7:30 PM-8:00 PM		:30			NM	4	$3,000.00
Week:		09/11/18	09/17/18	MTWTF--	4	$750.00						
21	All	09/11/18	09/11/18	Tuesday	8:00 PM-9:00 PM		:30			NM	1	$2,500.00
Week:		09/10/18	09/16/18	-T-----	1	$2,500.00						
22	All	09/12/18	09/12/18	Wednesday	9:00 PM-10:00 PM		:30			NM	1	$2,000.00
Week:		09/10/18	09/16/18	--W----	1	$2,000.00						
23	All	09/13/18	09/13/18	Thursday	9:00 PM-10:00 PM		:30			NM	1	$2,000.00
Week:		09/10/18	09/16/18	---T---	1	$2,000.00						
24	All	09/16/18	09/16/18	Sunday	8:00 PM-9:00 PM		:30			NM	1	$2,000.00
Week:		09/10/18	09/16/18	------S	1	$2,000.00						
25	All	09/16/18	09/16/18	Sunday	9:00 PM-10:00 PM		:30			NM	1	$550.00
Week:		09/10/18	09/16/18	------S	1	$550.00						
26	All	09/16/18	09/16/18	Sunday	10:00 PM-11:00 PM		:30			NM	1	$550.00
Week:		09/10/18	09/16/18	------S	1	$550.00						
27	All	09/11/18	09/17/18	M-F Local News @ 11p	11:00 PM-11:35 PM		:30			NM	2	$1,200.00
Week:		09/11/18	09/17/18	MTWTF--	2	$600.00						
28	All	09/16/18	09/16/18	Sa-Su Local News @ 11p	11:00 PM-11:35 PM		:30			NM	1	$600.00
Week:		09/10/18	09/16/18	------S	1	$600.00						
29	All	09/11/18	09/17/18	Late Show w/ S Colbert	11:35 PM-12:37 XM		:30			NM	2	$700.00
Week:		09/11/18	09/17/18	MTWTF--	2	$350.00						
30	All	09/11/18	09/17/18	Late Late Show w/ Corden	12:37 XM-1:37 XM		:30			NM	2	$350.00
Week:		09/11/18	09/17/18	MTWTF--	2	$175.00						
31	All	09/16/18	09/16/18	NFL Football PM Game	1:00 PM-4:00 PM		:30			NM	1	$6,000.00
Week:		09/10/18	09/16/18	------S	1	$6,000.00						
						Totals					62	$53,475.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
08/27/18 -09/17/18	62	$53,475.00	($8,021.25)	$45,453.75
Totals	62	$53,475.00	($8,021.25)	$45,453.75

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CONDITIONS

The person, firm or corporation (hereinafter called "Agency") contracting for television time on behalf of the advertiser named on the face of this contract (hereinafter called "Advertiser") and the station accepting this contract (hereinafter called "Station") hereby agree that this contract shall be governed by the conditions set forth below. When n representative is involved, all references to Agency in this contract shall be deemed to refer to Advertiser; provided, however no agency commission will be paid to Advertiser.

1. PAYMENT AND BILLING

(a) The Station will bill the Agency monthly, using the standard broadcast month, unless otherwise provided on the face of this contract.

(b) Invoices shall contain Advertiser, product (if requested), date, time and length of commercial announcement, cost and, if commercial code identifying each commercial announcement is supplied by the Agency, such code for each commercial announcement (if requested).

(c) The Station warrants that all information shown on this invoice is true and correct and was taken from the commercial record produced and maintained at the Station, and will be made available, as will other records adequate to verify performance of conditions of sale, on request, for inspection by the Advertiser or the Agency for a minimum of twelve (12) months from the month of broadcast. The statement shall evidence proof of performance.

(d) Payment by the Agency is due within thirty (30) days after receipt of invoice and affidavit of performance by the Agency.

(e) Unless otherwise set forth by the Agency on the face of this contract, the Station agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising broadcast in accordance with this contract. For sums owing but not cleared to the Agency, the Station agrees to hold the Advertiser solely liable.

2. TERMINATION

(a) Announcements: Contracts of two consecutive weeks or less are not cancellable. Contracts are subject to cancellation upon two weeks prior notice, but no such cancellation shall be effective until two broadcast weeks have run.

(b) Programs: Contracts may be cancelled upon such prior notice as is stated on the face of the contract.

(c) If Agency cancels contract, earned rates shall apply. If Station cancels contract, Agency shall have the benefit of the same rates which would have been earned had it been allowed to complete the contract.

3. EFFECT OF BREACH

(a) The Station reserves the right to cancel this contract upon default by the Agency in the payment of bills or other material breach of the terms hereof at any time upon prior notice. Upon such cancellation, all charges for broadcasts completed hereunder and not paid shall become immediately due and payable. If the Station cancels by reason of the Agency's material breach, the Agency's only liability shall be to pay for broadcasts completed hereunder prior to cancellation by the Station.

(b) In the event of a material breach by the Station in performing this contract, the Agency reserves the right to cancel this contract at any time upon prior notice.

4. FAILURE TO BROADCAST

(a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause, including mechanical or electronic breakdowns, beyond the Station's control, there is an interruption or omission of any commercial announcement or program contracted to be broadcast hereunder, the Station may suggest a substitute time period for the broadcast of the interrupted or omitted commercial announcement or program. If no such substitute time period or makegood is acceptable to the Agency, the Station shall allow the Agency (1) with respect to a program, a pro rata reduction in the time and/or program charges hereunder in the amount of money assigned to the time and/or program charges at the time of purchase and (2) with respect to a commercial announcement, an acceptable makegood, or a reduction in the time charges equal to the amount of money assigned to the commercial announcement at time of purchase. The Agency shall have the benefit of the same rates that would have been earned if there had been no interruption or omission in the broadcast.

(b) In no event shall Station be liable for any lost profits or other consequential damages arising from an interruption, non-broadcast or mis-scheduling of any announcement or program contracted to be broadcast hereunder.

(c) Advertising buys specifying a split /non-broadcast feed shall be payable in full based solely upon Station's performance in delivering the broadcast feed as ordered. Failure for any reason to transmit the separate advertising copy specified for the non-broadcast feed shall not relieve Advertiser of its contractual liability so long as advertising purchased for delivery in the broadcast feed airs according to the instructions associated with the contract.

5. SUBSTITUTION OF PROGRAMS

(a) The Station has the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program which, in its absolute discretion, it deems to be of public significance. In case of cancellation, the Station will notify the Agency in advance, but where such notice cannot reasonably be given, the Station will notify the Agency within one business day after such telecast has been cancelled.

(b) If the Agency and the Station cannot agree upon a satisfactory substitute day and time, the broadcast time so preempted shall be deemed cancelled without affecting the rates, or rights provided under this contract, except that the Agency shall not have to pay the cancelled Station charges. However, if the program substituted by the Station is a sponsored program, the Station shall pay the Agency the actual pro rata non-cancelable costs incurred by the Agency for the production of such program and the reasonable allocated costs for the cancelled program not usable for future scheduling.

6. PACKAGE AND PREEMPTIBLE SPOTS.

Notwithstanding the provisions of Paragraphs 4 or 5 hereof, if the omitted or preempted commercial announcement was purchased as part of a package or at a preemptible rate, Station may preempt for any reason whatsoever and in all events Agency shall continue to pay the full charge (no credit or refund will be given), but Agency shall be provided another announcement at a substitute date and time reasonably consistent with those dates and times permitted by the terms of the package buy or preemptible rate.

7. RATES AND CHARGES

The Station reserves the right to increase rates, but no such increases shall be applied to broadcasts under this contract unless the Agency is advised of such increase and its effective date and such increase is accepted by Agency.

8. PROGRAM AND COMMERCIAL MATERIAL

(a) Unless otherwise noted on the face of this contract, all program material, excluding commercial announcements, shall be furnished by the Station, and all commercial announcement material shall be furnished by the Agency. All expenses connected with the delivery of commercial announcements to the Station, and with return therefrom if return is directed, shall be paid by the Agency. The Station shall retain commercial material for sixty (60) days after last broadcast and may destroy such material thereafter, unless otherwise instructed by the Agency in writing.

(b) The Station is required to advise the Agency broadcast operations desk by telephone and subsequently by written confirmation, if the Agency-furnished program or commercial material and scheduling instructions do not arrive three business days in advance of broadcast date. If such material and instructions do not arrive at the Station within two business days after the Station has notified the Agency, the Station may either makegood or bill the Agency for the time reserved. The Station will use reasonable efforts to broadcast material received from the Agency despite late receipt.

(c) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, or for any other cause beyond the Agency's control, the Agency cannot provide commercial and/or program material prior to scheduled broadcast hereunder, the Agency shall not be liable to the Station. In such event the Station shall suggest a makegood for broadcast of said commercial and/or program material. If no such makegood is mutually agreed upon, the Station shall credit the Agency for the time and/or program charges hereunder in the amount of money assigned to the time period and/or program at time of purchase. The Agency shall have the benefit of the same rates that would have been earned if the commercial announcement and/or program had been broadcast.

(d) Broadcast program and commercial material provided by the Agency is subject to Station approval and the Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. In the event the program material is unsatisfactory, the Station shall notify the Agency by telephone within 48 hours of receipt of program material and subsequently by written confirmation. Unless the Agency furnishes satisfactory material by three business days in advance of

broadcast, and 14 days in advance of broadcast where the materials are related to a contest, the Station shall have the right to substitute its own program at no penalty to the Agency. In the event the commercial material within the program is unsatisfactory, the Station shall notify the Agency by telephone and subsequently by written confirmation, and unless the Agency furnishes satisfactory material two business days prior to broadcast date, this contract may be terminated by either party without penalty to either party.

9. BROADCAST LIABILITIES; INDEMNIFICATION

(a) The Station agrees to indemnify and hold and save the Agency and the Advertiser harmless against all liability resulting from broadcast of (1) program material except program material furnished by the Agency and (2) musical compositions licensed for broadcasting by a music licensing organization of which the Station is a licensee (ASCAP, BMI and SESAC). The Agency agrees to hold and save the Station harmless against all liability resulting from broadcast of commercial material or program material furnished by the Agency, except musical compositions licensed as stated above.

(b) The Agency and Advertiser represent that they have secured all other rights, including without limitation all other necessary reproduction and performance licenses and approvals, for all programming and advertising material provided by them or on their behalf to the Station pursuant to this Agreement and each agrees jointly and severally to indemnify and hold and save the Station harmless against all costs and liability of any nature whatsoever, including reasonable attorneys' fees, resulting from the broadcast of such programming and advertising materials.

(c) The indemnified party will promptly notify the indemnifying party of any claim or litigation to which the indemnity set forth herein applies. Station may assume the defense of any such claim or litigation against Agency and Station may require Agency to assume the defense of any such claim or litigation against Station, in which event the indemnifying party's obligation with respect thereto shall be limited to the payment of any judgment or settlement approved by the indemnifying party. No settlement requiring Station to make any (i) monetary payment or (ii) admission will be entered into regarding any claim unless and until approved in writing by Station. The provisions of this paragraph shall survive the termination or expiration of this contract.

10. INTERNET ADVERTISING

To the extent this contract includes advertising on the Station's website or in the internet stream of the Station's programming or on the player through which such streaming occurs, such advertising shall be governed by the AAAA/IAB Standard Terms and Conditions for Internet Advertising Version 3.0.

11. GENERAL

(a) The Station's obligations hereunder are subject to the licenses held by it and to applicable Federal, state and local laws and regulations.

(b)The Station shall have the right to retransmit or authorize the retransmission of Station's signal, including, without limitation, the commercial announcements and programs covered by this contract, by any means now known or hereafter developed.

(c) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss of or damage to program or commercial material and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with Advertiser's program(s) or announcement(s) broadcasts except after its prior approval.

(d) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of the Station in writing; nor may the Station be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of this contract.

(e) Failure of the Station or the Agency to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(f) This contract contains the entire agreement between the parties relating to the subject matter herein contained and no change in its terms and provisions shall be effective unless made in writing.

(g) Except as otherwise specifically provided herein, all notices shall be in writing and shall be given by personal delivery or nationally recognized overnight courier service (prepaid), at the respective addresses set forth on the face hereof, or such other address or addresses as may be designated by either party.

(h) Station shall have the right to recover from Agency all legal fees and court costs necessary to effect the payment of any account due under this Agreement.

(i) This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or Federal court located in the State of Nevada.

(j) For purposes of this Agreement, "broadcasting" includes transmission over the Station's licensed digital facilities, as well as transmission or distribution of the program(s) or announcement(s) identified in this Agreement by any means, whether now known or hereafter devised, including but not limited to streaming over the Internet. Station is authorized to reproduce such program(s) or announcement(s) in conjunction with such broadcast, transmission, and/or distribution, including but not limited to the creation of ephemeral copies, to facilitate Internet streaming. Advertiser represents and warrants that it controls all necessary analog and/or digital rights to the identified program(s) or announcement(s) (other than for music in the public domain and for musical performance rights licensed for transmission and distribution by music licensing organizations of which Station is a member) and agrees to indemnify and hold Station harmless from and against any damage or expenses, including reasonable attorneys' fees, which may arise due to a breach of this warranty.