BEFORE THE

2019 JAN 28 PH FEDERAL ELECTION COMMISSION FEO H

2018 DEC 21 AM III: 59

American Democracy Legal Fund 455 Massachusetts Avenue, NW Washington, D.C. 20001

Complainant,

MUR # 7558

V.

Donald J. Trump 725 Fifth Avenue New York, NY 10022

Donald J. Trump for President, Inc. Timothy Jost, Treasurer, in his official capacity 725 Fifth Avenue New York, NY 10022

National Rifle Association of America Political Victory Fund Robert G. Owens, Treasurer, in his official capacity 11250 Waples Mill Road Fairfax, VA 22030

Respondents.

COMPLAINT

In accordance with 52 U.S.C. § 30109(a)(1), this complaint alleges violations of the Federal Election Campaign Act ("FECA") and Federal Election Commission ("FEC") regulations against Donald J. Trump, President of the United States; Donald J. Trump for President, Inc. and its treasurer Timothy Jost in his official capacity; and the National Rifle Association Political Victory Fund ("NRA-PVF") and its treasurer Robert G. Owens in his official capacity (collectively, "Respondents"). The Respondents clearly violated federal law and regulations when Donald J. Trump, his presidential campaign, and NRA-PVF worked together to create, produce, and distribute coordinated public communications in the form of television

advertisements, disseminating them with similar messages, on the *same* network, during the *same* week, during the *same* timeslots, and using the *same* media vendor to overwhelm voters with one-sided information. In fact, the *same* person authorized the advertisement buys for both NRA-PVF and Donald J. Trump's campaign. Therefore, NRA-PVF made illegal in-kind contributions to Donald J. Trump's presidential campaign in the form of coordinated television advertisements. Consequently, the FEC should immediately investigate this violation and levy appropriate sanctions against the Respondents.

I. FACTS

Donald J. Trump is the President of the United States; his principal campaign committee is Donald J. Trump for President, Inc. and its treasurer is Timothy Jost.¹ NRA-PVF is the political arm of the National Rifle Association,² and Robert G. Owens is its treasurer.³

Mother Jones reports that, during the 2016 presidential election, media vendor Red Eagle Media Group ("Red Eagle") paid for dozens of spots to air television advertisements on NRA-PVF's behalf. ⁴ The advertisements, targeting 35 to 64 year-old adults, aired between October 25 and 31, 2016 on WVEC, the ABC television network affiliate for the Norfolk-Portsmouth-Newport News media market in Virginia. ⁵ American Media & Advocacy Group ("AMAG")—purportedly a distinct media vendor—made an almost identical purchase on behalf of Donald J.

¹ Donald J. Trump, FEC Form 2, Statement of Candidacy (Jan. 20, 2017), http://docquery.fec.gov/pdf/569/201701209041436569/201701209041436569.pdf; Donald J. Trump for President, Inc., FEC Form 1, Statement of Organization (Jan. 20, 2017), http://docquery.fec.gov/cgibin/forms/C00580100/1140225/.

² See Nat'l Rifle Assoc. Political Victory Fund, About PVF, https://www.nrapvf.org/about-pvf/ (last visited Dec. 10, 2018).

³ Nat'l Rifle Assoc. Political Victory Fund, FEC Form 1, Statement of Organization (Sept. 5, 2018), http://docquery.fec.gov/cgi-bin/forms/C00053553/1260114/.

⁴ See Mike Spies, Documents Point to Illegal Campaign Coordination Between Trump and the NRA, MOTHER JONES (Dec. 6, 2018 1:25 PM), https://www.motherjones.com/politics/2018/12/nra-trump-2016-campaign-coordination-political-advertising/.

⁵ See id; see also Contract Agreement Between WVEC and Red Eagle Media Group (Oct. 20, 2016) [hereinafter "WVEC Red Eagle Contract"], https://publicfiles.fcc.gov/api/manager/download/36a4dfac-4a15-bd8f-50a6-6291721ec55c/bff0c4fb-f9dc-409a-9e26-179520a335a0.pdf. (Exh. 1).

Trump's presidential campaign, purchasing dozens of ads on the same network, targeting the same demographic, and during the same time periods. Per *Mother Jones*, television advertisements commissioned to air on WVEC by NRA-PVF and Donald J. Trump's campaign "often ran during the same shows, bombarding Norfolk [media market] viewers with complementary messages." Advertisements created by both entities aired in tandem during broadcasts of the local news, syndicated game shows like *Wheel of Fortune*, and college football games. For instance, on October 19, 2016, NRA-PVF purchased a 30-second advertisement to air during WVEC's local news broadcast at 5:00 AM on October 28; and just five days later, Donald J. Trump's presidential campaign purchased a 30-second advertisement to air on the same day, during the same program and timeslot. 10

Jon Ferrell, the chief financial officer of National Media Research, Planning, and Placement ("National Media")—which describes itself as a "leader in media research, planning, and placement for issue advocacy, corporate, and political campaigns"¹¹—authorized the ad buys for *both* NRA-PVF and Donald J. Trump's campaign, signing required National Association of Broadcasters ("NAB") Agreement forms for both entities. ¹² Other current and former National

⁶ Spies, *supra* note 4. *See also* Contract Agreement Between WVEC and Am. Media & Advocacy Grp. (Oct. 24, 2016) [hereinafter "WVEC AMAG Contract"], https://publicfiles.fcc.gov/api/manager/download/7d88dd99-6d40-a4a5-0b84-2efffed500f3/ae0281ea-3131-4893-809f-28c23c34bdd0.pdf (Exh. 2).

⁷ Spies, *supra* note 4.

⁸ See WVEC Red Eagle Contract, supra note 5; WVEC AMAG Contract, supra note 6.

⁹ WVEC Red Eagle Contract, *supra* note 5, at 1.

¹⁰ WVEC AMAG Contract, *supra* note 6, at 3.

¹¹ Nat'l Media Research, Planning & Placement, *Home*, https://www.natmedia.com/#page-top (last visited Dec. 10, 2018).

¹² WVEC Red Eagle Contract, *supra* note 5, at 7-8 (in which Jon Ferrell represents, with his signature, that he is "authorized to announce the [air] time [reserved] as paid for by such person or entity [the National Rifle Association Political Victory Fund]"); WVEC AMAG Contract, *supra* note 6, at 7-8 (in which Jon Ferrell represents, with his signature, that he is "authorized to announce the [air] time [reserved] as paid for by such person or entity [Donald J. Trump for President, Inc."). *Mother Jones*'s report indicates that "Ferrell's signature appeared on forms authorizing ads on stations across the country," including ad buys in Ohio and Florida for the Trump campaigns and in North Carolina and Ohio for NRA-PVF. Spies, *supra* note 4.

Media employees have authorized similar ad buys in other markets for both NRA-PVF and Trump's campaign. 13

National Media, Red Eagle, and AMAG do not appear to be separate entities. In October 2016, a lawyer representing AMAG confirmed to *The Daily Beast* that AMAG is "affiliated with" National Media. ¹⁴ Further, as *Mother Jones* reports, Red Eagle Media "is merely an 'assumed or fictitious name' used by National Media, according to corporate records." ¹⁵ One now-former National Media employee, Caroline Kowalski, "was listed as the Red Eagle contact for an NRA ad purchase in Cape Coral, Florida, and as the AMAG contact for a Trump campaign placement at a CBS station in Philadelphia." ¹⁶ Moreover, "[c]orporate, FEC, and FCC records for all three entities list the addresses of 815 Slaters Lane or 817 Slaters Lane, a pair of adjacent brick buildings that share a parking lot in . . . Alexandria."

II. LEGAL ARGUMENT

Under federal law, an expenditure made by any person in cooperation, consultation, or concert, with, or at the request or suggestion of, a candidate, his or her authorized political committees, or their agents, is considered an in-kind contribution to a campaign if it (1) is *paid* for by an entity other than the campaign; (2) meets certain *content* standards, including by expressly advocating the election or defeat of a clearly-identified federal candidate; and (3) meets certain *conduct* standards regarding the coordination between the entity that paid for the ad

¹³ See Spies, supra note 4 (naming a number of current and former National Media employees who each have authorized ad buys for both NRA-PVF and the Trump campaign on behalf of Red Eagle and AMAG, respectively). ¹⁴ Betsy Woodruff, Trump's Already Part of the D.C. Swamp, Whether He Knows It or Not, DAILY BEAST (Oct. 26, 2016 12:18 PM), https://www.thedailybeast.com/trumps-already-part-of-the-dc-swamp-whether-he-knows-it-or-not. ¹⁵ Spies, supra note 4.

¹⁶ *Id*.

¹⁷ *Id*.

and the campaign or an agent thereof.¹⁸ The television advertisements created, produced, and distributed by NRA-PVF during October 2016 satisfy these requirements.

First, the television advertisements satisfy the *paid-for* prong of the coordinated communications standard described above; the contractual agreement between WVEC and NRA-PVF confirms that NRA-PVF paid for the relevant television advertisements.¹⁹

Second, the advertisements satisfy the *content* prong of the coordinated communications standard, as they were public communications broadcast immediately prior to the general election and appear to have referred to clearly-identified presidential candidates. A public communication includes "a communication by means of any broadcast, cable, or satellite communication . . . or any other form of general public political advertising." ²⁰ And a public communication satisfies the content prong if, *inter alia*, it "refers to a clearly identified Presidential . . . candidate and is publicly distributed or otherwise publicly disseminated in a jurisdiction during the period of time beginning 120 days before the clearly identified candidate's primary . . . election in that jurisdiction . . . up to and including the day of the general election." Red Eagle's NAB Agreement Form indicates that NRA-PVF's advertisements were "Pro Trump" and "Anti Clinton," indicating that they referred to clearly-identified presidential candidates;²² and the advertisements aired just days before the November 8, 2016 general election.²³

Third, the television advertisements satisfy the *conduct* prong of the coordinated communications standard, because Donald J. Trump and his presidential campaign were

¹⁸ 52 U.S.C. § 30116(a)(7)(B)(i); 11 C.F.R. §§ 109.20(b), 109.21.

¹⁹ See WVEC Red Eagle Contract, supra note 5.

²⁰ 11 C.F.R. § 100.26.

²¹ Id. § 109.21(c)(4)(ii).

²² WVEC Red Eagle Contract, *supra* note 5, at 5.

²³ See id. at 1-4.

materially involved in the creation, production, and distribution of NRA-PVF's television advertisements. A public communication satisfies the conduct prong if, *inter alia*, "[a] candidate, authorized committee, or political party committee is materially involved in decisions regarding: (i) [t]he content of the communication; (ii) [t]he intended audience of the communication; (iii) [t]he means and mode of the communication; (iv) [t]he specific media outlet used for the communication; (v) [t]he timing or frequency of the communication; or (vi) [t]he size or prominence of a printed communication, or duration of a communication by means of broadcast, cable, or satellite."²⁴

There is overwhelming evidence that Donald J. Trump and his presidential campaign were materially involved in numerous decisions regarding the creation, production, and distribution of NRA-PVF's television advertisements. NRA-PVF and Donald J. Trump for President (i) produced advertisements with almost the *same* content (anti-Hillary Clinton, pro-Donald J. Trump, and/or pro-gun); (ii) had the *same* intended audience for its advertisements (35 to 64 year-olds with similar television viewing habits in the Norfolk media market); (iii) used the *same* means and mode of communication (a 30-second advertisement on broadcast television); (iv) used the *same* media outlet (WVEC); (v) used the *same* timing and frequency (airing over a dozen of their advertisements in the Norfolk media market during the same week, timeslots, and programs); and (vi) used the *same* duration (30 seconds apiece).

The television advertisements also satisfy the conduct prong, because NRA-PVF employed a common, commercial vendor to create, produce, and distribute the advertisements,

²⁴ Id. § 109.21(d)(2)(i)-(vi). As the Commission has explained, "[t]he factual determination of whether a candidate's or authorized committee's involvement is 'material' must be made on a case-by-case basis." 68 Fed. Reg. 433 (2003). 'Material involvement' neither requires a showing of "direct causation" nor "but-for" causation; rather, the Commission intended the standard to "focus[] . . . on the nature of the information conveyed [by the candidate or her authorized committee] and its importance, degree of necessity, influence or effect of involvement by the candidate, authorized committee, political party committee, or their agents in any of the communication decisions enumerated [under the standard]." Id. at 434.

and "place[d] the 'common vendor' in a position to convey information about the candidate's . . . campaign plans, projects, activities, or the needs of the person paying for the communication where that information is material to the communication."²⁵ A commercial vendor is any person who "provid[es] goods or services to a candidate or political committee whose usual and normal business involves the sale, rental, lease or provision of those goods or services."²⁶

The use of a common vendor satisfies the conduct prong where: (1) the entity paying for a public communication uses a commercial vendor to create, produce, or distribute the communication;²⁷ (2) information material to the creation, production, or distribution of the relevant communication does not derive from a publicly available source;²⁸ and (3) during the 120 days prior to the purchase or public distribution of the relevant communication, the commercial vendor provides at least one 'relevant service' to the candidate clearly identified in the communication, his or her principal campaign committee, his or her opponent, his or her opponent's principal campaign committee, or a political party committee.²⁹ A 'relevant service' includes, *inter alia*, the "[d]evelopment of media strategy, including the selection or purchasing of advertising slots," the "[s]election of audiences," and the development of "the content of a public communication."³⁰

Here, the use of a common vendor satisfies the conduct prong of the coordinated communications standard. First, NRA-PVF used a commercial vendor to create, produce, and distribute the advertisements that aired on WVEC in late-October 2016. Importantly, NRA-

²⁵ 68 Fed. Reg. 421, 436 (2003). See also 11 C.F.R. § 109.21(d)(4). Although the satisfaction of the common vendor standard cannot alone render the television advertisements 'coordinated communications,' evidence of material involvement here does. See id. § 109.21(b)(2).

²⁶ 11 C.F.R. § 116.1(c).

²⁷ See id. § 109.21(d)(4)(i).

²⁸ See id. § 109.21(d)(4)(ii).

²⁹ See id. § 109.21(d)(4)(iii).

³⁰ *Id.* § 109.21(d)(4)(ii)(A), (B), (E).

PVF's commercial vendor, Red Eagle, is not distinct from Trump's commercial vendor, AMAG. Instead, Red Eagle and AMAG are effectively different names for the same commercial vendor: National Media. Red Eagle, AMAG, and National Media all share the same Alexandria, Virginia address. National Media employees have each authorized ad buys for *both* Red Eagle and AMAG on behalf of *both* NRA-PVF and the Trump campaign.³¹ And, most glaringly, National Media's chief financial officer Jon Ferrell authorized NAB Agreement Forms with WVEC for Red Eagle on NRA-PVF's behalf *and* for AMAG on the Trump campaign's behalf.³²

Second, there is no discernible way that information material to the creation, production, and distribution of NRA-PVF's advertisements—including their strategic placement alongside Donald J. Trump's advertisements and during the same specific programs and timeslots—would have been publicly available information prior to NRA-PVF's purchase of airtime on WVEC. And third, by virtue of purchasing advertisements for Trump's campaign, the vendor clearly developed for Donald J. Trump and his presidential campaign media strategies (including the selection or purchasing of advertising slots, the selection of audiences, and the development of the content of the communications), well within the 120-day period prior to the public broadcast of NRA-PVF's television advertisements.

NRA-PVF and the Trump campaign did not maintain a firewall policy that "prohibit[ed] the flow of information" between their purportedly distinct media vendors, as federal regulations require.³³ Under 11 C.F.R. § 109(h)(1), Respondents who share media vendors will avoid

³¹ See supra note 13.

³² See supra note 12.

³³ Under 11 C.F.R. § 109.21(h), "The conduct standards in paragraph (d) of this section are not met if the commercial vendor... or political committee has established and implemented a firewall that meets the requirements of paragraphs (h)(1) and (h)(2) of this section." First, the firewall "must be designed and implemented to prohibit the flow of information between employees or consultants providing services for the person paying for the communication and those employees or consultants currently or previously providing services to the candidate who is clearly identified in the communication, or the candidate's authorized committee, the candidate's opponent, the opponent's authorized committee, or a political party committee." 11 C.F.R. § 109.21(h)(1). Second, the firewall

satisfying the conduct prong of the coordinated communications standard if they design and implement a firewall to prohibit the flow of information between persons "providing services for the person paying for the communication" and persons "currently or previously providing services to the candidate who is clearly identified in the communication, or the candidate's authorized committee, [or] the candidate's opponent" Here, since the *same* person—Jon Ferrell—authorized both ad buys, NRA-PVF and Donald J. Trump for President clearly *permitted* the flow of information between their entities through the common vendor they shared.

Thus, the Respondents have satisfied the conduct prong of the coordinated communications standard. And since NRA-PVF and the Trump campaign's television advertisements on WVEC satisfy the paid-for, content, and conduct prongs, they constitute coordinated communications and thus should be treated as in-kind contributions made by NRA-PVF to Donald J. Trump's presidential campaign. Consequently, as a committee that makes independent expenditures and accepts corporate money, NRA-PVF has violated federal law by making illegal in-kind contributions to Donald J. Trump's presidential campaign. In turn, Donald J. Trump and Donald J. Trump for President, Inc. have violated federal law by receiving and accepting such illegal contributions.

III. REQUESTED ACTION

Before the Commission is a clear violation of numerous federal laws and regulations.

Donald J. Trump, his presidential campaign, and the National Rifle Association Political Victory

Fund engaged in a joint effort to create, produce, and distribute coordinated public

communications in the form of television advertisements, disseminating them with similar

[&]quot;must be described in a written policy that is distributed to all relevant employees, consultants, and clients affected by the policy." *Id.* § 109.21(h)(2).

³⁴ See id. § 109.21(a)-(b).

³⁵ See 52 U.S.C. § 30125(e)(1)(B)(ii).

messages, during the *same* timeslots, on the *same* network, during the *same* week, and using the *same* vendors to overwhelm voters with one-sided information. In fact, the *same* person authorized the advertisement buys for two purportedly distinct entities that are nothing more than arms of the same firm: National Media Research, Planning & Participation. There is no firewall large enough—not even one the size of the President's proposed border wall—that could whittle this coordinated effort down to some mere coincidence. NRA-PVF thus made illegal, in-kind contributions to Donald J. Trump's campaign; and Trump's campaign received illegal, excessive contributions.

The FEC has at its disposal the extraordinary power to enforce federal election laws and regulations. FECA empowers the Commission to hold elected officials and political committees accountable when they clearly disregard and violate the law. And Americans depend on the Commission and the federal government writ large to ensure that nobody—not even the most powerful of political committees or the President of the United States—is above the law. As such, we respectfully request that the Commission immediately investigates these violations and that Respondents be enjoined from further violations and be fined the maximum amount permitted by law. The integrity of our nation's campaign finance system depends on it.

Sincerely,

SUBSCRIBED AND SWORN to before me this 18 day of December, 2018.

Notary Public

My Commission Expires: 07-14-2021



CONTRACT

Print Date 10/20/16

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EXHIBIT 1

WVEC EWS 613 Woodis Ave. Norfolk, VA 23510 (757)625-1313

And:

Red Eagle Media Group / POL 815 Slaters Lane Alexandria, VA 22314

	Contract / Re	vision	Alt Order	_	
	1315389	1	08419855	5	
Product					
NRA ILA 8285					
Contract Dates	Estimate #				
10/25/16 - 10/31/16	8285				
Advertiser			Original Date	/ Revision	
National Rifle Associa	itlon		10/19/16	/ 10/19/16	
	Billing Cycle	Billing	Calendar	Cash/Trade	
	EOM/EOC	Broad	cast	Cash	
	Property	Account Executive		Sales Office	
	WVEC	Jay Sr	nith	Telerep Washir	
	Special Hand	lling		-	
	Demographic				
	Adults 35-64	1		T	
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*Line Ch Start Date End Date Description	Time	Days Length Week	Rate Rtn Type	Spots	Amount
N 1 All 10/28/16 10/28/16 Local News @ 5p M-F	5-530p	:30	MM	1	\$255.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/24/16 10/30/161 1	\$255.00				
N 2 All 10/28/16 10/28/16 Local News @ 5a M-F	5-6a	:30	MM	1	\$225.00
Start Date	<u>Rate</u>				
Week: 10/24/16 10/30/161 1	\$225.00				
N 3 All 10/28/16 10/28/16 Local News @ 530p M-F	530-6p	:30	NM	1	\$225.00
Start Date End Date Weekdays Spots/Week	Rate	2375752	1740.25		*
Week: 10/24/16 10/30/161 1	\$225.00				
N 4 All 10/28/16 10/28/16 Local News @ 6p M-F	6-630p	:30	NM	1	\$600.00
Start Date End Date Weekdays Spots/Week	Rate		24112	•	4000,00
Week: 10/24/16 10/30/161 1	\$600.00				
N 5 All 10/28/16 10/28/16 Wheel of Fortune 7-730p	7-730p	:30	MM	1	\$825.00
Start Date End Date Weekdays Spots/Week	Rate		800	•	4020.00
Week: 10/24/16 10/30/161 1	\$825.00		1		
N 6 All 10/28/16 10/28/16 Good Morning America	7-9a	:30	NM	1	\$450.00
Start Date End Date Weekdays Spots/Week	Rate				ψ100.00
Week: 10/24/16 10/30/161 1	\$450.00				
N 7 All 10/28/16 10/28/16 Jeopardy 730-8p	730-8p	:30	NM	4	\$850.00
Start Date End Date Weekdays Spots/Week	Rate	.50	Mint	,	\$650,00
Week: 10/24/16 10/30/161 1	\$850.00				
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	8-9p Rate	:30	NW	1	\$1,550.00
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					#4 000 00
N 9 All 10/28/16 10/28/16 Fri Prime B	9-10p	:30	MM	1	\$1,200.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$1,200.00				
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N 10 All 10/31/16 10/31/16 Mon Prime C	10-11p_	:30	NM	1	\$750.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/31/16 11/06/16 1 1	\$750.00				
N 11 All 10/31/16 10/31/16 Local News @ 5p M-F		:30	NM	1	\$255.00
Start Date End Date Weekdays Spots/Week	Rate		- 1	Ŋ.	

(* Line Transactions: N = New, E = Edited, D = Deleted)

Standard Terms: Your purchase of advertising is subject to the TEGNA Media Standard Advertising Terms and Conditions ("Standard Terms"), which are available at http://bit ly/2eyrbCA, as well as on the 'Advertise With Us' section under the 'About' lab of Station's website. You will be deemed to have accepted our Standard Terms upon the earliest of (i) the date you sign the Insertion Order to which this Contract relates, (ii) the date the campaign contemplated by this Contract first launches, or (iii) the date on which you pay any amounts specified on an invoice related to this Contract.

Print Date 10/20/16

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EXHIBIT 1



	Contract / Revision 1315389 /	Alt Order # 08419855
Contract Dates 10/25/16 - 10/31/16	Product NRA ILA 8285	Estimate # 8285
Advertiser National Rifle Associa		riginal Date / Revision 10/19/16 / 10/19/16

	Start/End		Spots/		(126) C	9 5	
*Line Ch Start Date End Date Description	Time	Days Len	gth Week	Rate Rtn	TypeS	pots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/31/16 11/06/16 1 1	Rate \$255.00						-
N 12 All 10/31/16 10/31/16 Local News @ 5a M-F	5-6a		:30		NM	1	\$225.00
Start Date End Date Weekdays Spots/Week	Rate						
Week: 10/31/16 11/06/16 1 1	\$225.00						
N 13 All 10/31/16 10/31/16 Local News @ 530p M-F	530-6p		:30		NM	1	\$225.00
Start Date End Date Weekdays Spots/Week Week: 10/31/16 11/06/16 1 1	Rate \$225.00						
N 14 All 10/31/16 10/31/16 Local News @ 6p M-F	6-630p		:30		MM	1	\$600.00
Start Date End Date Weekdays Spots/Week	Rate						
Week: 10/31/16 11/06/16 1 1	\$600.00						
N 15 All 10/31/16 10/31/16 Wheel of Fortune 7-730p	7-730p		:30		NM	1	\$825.00
Start Date End Date Weekdays Spots/Week	Rate				- 1		
Week: 10/31/16 11/06/16 1 1	\$825.00						
N 16 All 10/31/16 Good Morning America	7-9a		:30		MM	1	\$450.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week; 10/31/16 11/06/16 1 1	<u>Rate</u> \$450.00						
N 17 All 10/31/16 10/31/16 Jeopardy 730-8p	730-8p		:30		NM	1	\$850.00
Start Date End Date Weekdays Spots/Week	Rate		.50		INIV.		\$630,00
Week: 10/31/16 11/06/16 1 1	\$850.00				- 1		
N 18 All 10/29/16 10/29/16 NCAA Football Game 1	12-330p		:30		NM	1	\$350.00
Start Date End Date Weekdays Spots/Week	Rate		0.930.F.C		20,116.0	•	***************************************
Week: 10/24/16 10/30/161 1	\$350.00						
N 19 All 10/29/16 10/29/16 NCAA Football Game 2	330-7p		:30		MM	1	\$650.00
Start Date End Date Weekdays Spots/Week	Rate						
Week: 10/24/16 10/30/161 1	\$650.00						
N 20 All 10/29/16 10/29/16 Local News @ 6p Sa	6-630p		:30		NM	2	\$325.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161- 1	Rate \$200.00				- 1		
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See MG 20.2,20.3	2 2426				1,000		
2 All 10/25/16-10/28/16 Local News @ 5a M-F	5-6a	-TuWThF	:30	\$135.00	NM		
3 All 10/30/16-10/30/16 This Week Su	10-11a	Si	:30	\$190.00	MM		
(f) MG for 24.1,20.1							
N 21 All 10/29/16 10/29/16 SaSu 6-8a News ROS	6-8a		:30		NM	1	\$165.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161- 1	<u>Rate</u> \$165.00						
	12:00 AM-12:0	0.44	120		100	4	#000.00
N 22 All 10/29/16 10/29/16 NCAA Football Prime Start Date End Date Weekdays Spots/Week	12:00 AM-12:0	UAN	:30		NM	1	\$900.00
Week: 10/24/16 10/30/161- 1	\$900.00				- 1		
N 23 All 10/29/16 10/29/16 Good Morning America Sa	8-9a		:30		NM	1	\$290.00
Start Date End Date Weekdays Spots/Week	Rate						4200.00
Week: 10/24/16 10/30/161 1	\$290.00						
N 24 All 10/30/16 10/30/16 This Week Su	10-11a		:30		NM	0	\$0.00
Start Date End Date Weekdays Spots/Week	Rate						
Week; 10/24/16 10/30/161 1	\$125.00			5			
Spot Ch Date Range Description	Start/End Tim	72)	<u>Length</u>	Rate	Type		
1 All 10/24/16-10/30/16 This Week Su	10-11a	St	:30	\$125.00	NM		
See MG 20.2,20.3							

(* Line Transactions: N = New, E = Edited, D = Deleted)
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Print Date 10/20/16

Page 3 of 9

EXHIBIT 1



WVEC 613 Woodis Ave. Norfolk, VA 23510 (757)625-1313

Contract / Revision Alt Order # 1315389 / 08419855 Contract Dates Product Estimate # 10/25/16 - 10/31/16 NRA ILA 8285 8285 Advertiser Original Date / Revision 10/19/16 / 10/19/16 National Rifle Association

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Rtn Type S	Snote	Amount
N 25 All 10/30/16 10/30/16 Sun Prime D	10-11p	:30	NM NM	1	\$600.00
Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 1 1	Rate \$600.00			.*	22.23.22
N 26 All 10/30/16 10/30/16 Local News @ 6p Su	6-630p	:30	NM	1	\$300.00
Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 1 1	<u>Rate</u> \$300.00				
N 27 All 10/30/16 10/30/16 SaSu 6-8a News ROS	6-8a	:30	NM	1	\$200.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	Rate \$200.00		- 1		
N 28 All 10/30/16 10/30/16 Good Morning America Su	8-9a	:30	NM	1	\$250.00
Start Date End Date Weekdays Spots/Week	Rate		10.100		
Week: 10/24/16 10/30/161 1	\$250.00	.00			#0FF 00
N 29 All 10/27/16 10/27/16 Local News @ 5p M-F Start Date End Date Weekdays Spots/Week	5-530p <u>Rate</u>	:30	NM	1	\$255.00
Week: 10/24/16 10/30/161 1	\$255.00				
N 30 All 10/27/16 10/27/16 Local News @ 5a M-F	5-6a	:30	NM	1	\$225.00
Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	Rate \$225.00		- 1		
N 31 All 10/27/16 10/27/16 Local News @ 530p M-F	530-6p	:30			MODE OD
Start Date End Date Weekdays Spots/Week	Rate	.30	NM	1	\$225.00
Week: 10/24/16 10/30/161 1	\$225.00				
N 32 All 10/27/16 10/27/16 Local News @ 6p M-F	6-630p	:30	MM	1	\$600.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$600.00				
N 33 All 10/27/16 10/27/16 Wheel of Fortune 7-730p	7-730p	:30	NM	1	\$825.00
Start Date End Date Weekdays Spots/Week	Rate		15000		Ψ020.00
Week: 10/24/16 10/30/161 1	\$825.00				
N 34 All 10/27/16 10/27/16 Good Morning America	7-9a	:30	MM	1	\$450.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$450.00		1		
N 35 All 10/27/16 10/27/16 Jeopardy 730-8p	730-8p	:30	NM	1	\$850.00
Start Date End Date Weekdays Spots/Week	Rate		000000		
Week: 10/24/16 10/30/161 1	\$850.00	and a super- him and a super-			
N 36 All 10/25/16 10/25/16 Local News @ 5p M-F Start Date End Date Weekdays Spots/Week	5-530p <u>Rate</u>	:30	NM	1	\$255.00
Week: 10/24/16 10/30/16 -1 1	\$255.00				
N 37 All 10/25/16 10/25/16 Local News @ 5a M-F	5-6a	:30	MM	1	\$225.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/16 -1 1	Rate				
Week: 10/24/16 10/30/16 -1 1 N 38 All 10/25/16 10/25/16 Local News @ 530p M-F	\$225.00	-20	MM		\$225.00
Start Date End Date Weekdays Spots/Week	530-6p <u>Rate</u>	:30	NIVI	1	\$225.00
Week: 10/24/16 10/30/16 -1 1	\$225.00				
N 39 All 10/25/16 10/25/16 Local News @ 6p M-F	6-630p	:30	MM	1	\$600.00
Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 -1 1	<u>Rate</u> \$600.00				
N 40 All 10/25/16 10/25/16 Wheel of Fortune 7-730p	7-730p	:30	MM	1	\$825.00
Start Date End Date Weekdays Spots/Week	Rate	.00	14100		ψυευ.υυ
Week: 10/24/16 10/30/16 -1 1	\$825.00				
N 41 All 10/25/16 10/25/16 Good Morning America	7-9a	:30	ММ	1	\$450.00

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Print Date 10/20/16

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EXHIBIT 1



Alt Order # Contract / Revision 08419855 1315389 / **Contract Dates** Product Estimate # 10/25/16 - 10/31/16 NRA ILA 8285 8285

Advertiser Original Date / Revision 10/19/16 / 10/19/16 National Rifle Association

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Rtn TypeSp	ots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 -1 1	Rate \$450.00				
N 42 All 10/25/16 10/25/16 Jeopardy 730-8p Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 -1 1	730-8p <u>Rate</u> \$850.00	30	MM	1	\$850.00
N 43 All 10/25/16 10/25/16 Tue Prime A Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/16 -1 1	8-9p <u>Rate</u> \$975.00	(30	NM	1	\$975,00
N 44 Ali 10/26/16 10/26/16 Wed Prime C Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	10-11p <u>Rate</u> \$650.00	:30	NM	1	\$650.00
N 45 All 10/26/16 10/26/16 Local News @ 5p M-F Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	5-530p <u>Rate</u> \$255.00	;30	NM	1	\$255.00
N 46 All 10/26/16 10/26/16 Local News @ 5a M-F Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	5-6a <u>Rate</u> \$225.00	;30	NM	1	\$225.00
N 47 All 10/26/16 10/26/16 Local News @ 530p M-F Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	530-6p <u>Rate</u> \$225.00	:30	NM	1	\$225.00
N 48 All 10/26/16 10/26/16 Local News @ 6p M-F Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	6-630p <u>Rate</u> \$600.00	:30	ММ	1	\$600.00
N 49 All 10/26/16 10/26/16 Wheel of Fortune 7-730p Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	7-730p <u>Rate</u> \$825.00	:30	NM	1	\$825.00
N 50 All 10/26/16 10/26/16 Good Morning America Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	7-9a <u>Rate</u> \$450.00	:30	NM	1	\$450.00
N 51 All 10/26/16 10/26/16 Jeopardy 730-8p Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	730-8p <u>Rate</u> \$850.00	:30	NM	1	\$850.00
N 52 All 10/26/16 10/26/16 Wed Prime A Start Date End Date Weekdays Spots/Week Week: 10/24/16 10/30/161 1	8-9p <u>Rate</u> \$1,500.00	:30	NM	1	\$1,500.00
	The state of the s	Totals 0.00	THE RESIDENCE OF THE PARTY OF T	52	\$27,805.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount	
09/26/16 -10/30/16	44	\$23,625.00	(\$3,543.75)	\$20,081.25	
10/31/16 ~10/31/16	8	\$4,180.00	(\$627.00)	\$3,553.00	
Totals	52	\$27,805.00	(\$4,170.75)	\$23,634.25	

Signature:		Date:	
•			

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NAB Form PB-18 Issues

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and Location:		Date:
WUEC	Norfolk	10/19
I, Red Eagle Media do hereby request station time		ue:
National Rifle Association of An	nerica Political Victory Fund	

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

This broadcast time will be used by:	NRA-P	VF
This broadcast time will be used by		
Tills bioadoust tills till be deed by		

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Pro Trump Anti Clinton

NAB Form PB-18 Issues

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) common relating to any political matter of national Yes	
For programming that "communicates a message relating to a national importance," list the name of the legally qualified cand refers to, the offices being sought, the date(s) of the election(s which the communication refers (if applicable):	lidate(s) the programming
I represent that the payment for the above described broadcas by (name and address):	st time has been furnished
	3,000
and you are authorized to announce the time as paid for by su (hereinafter referred to as the "sponsor").	ch person or entity
List the chief executive officers or members of the executive of directors below (or attach separately):	ommittee or the board of

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

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NAB Form PB-18 Issues

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):
NATIONAL RIFLE ASSOCIATION OF AMERICA POLITICAL VICTORY FUND 11250 WAPLES MILL ROAD, FAIRFAX, VA 22030
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):
Treasurer- Mary Rose Adkins

NAB Form PB-18 Issues

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.

CONTRACT

Print Date 10/24/16

Page 1 of 10

EXHIBIT 2

WVEC 613 Woodls Ave. Norfolk, VA 23510

(757)625-1313

Contract / Revision Alt Order # 08410164 1314096 / Product **TRUMP 8034 Contract Dates** Estimate # 10/25/16 - 10/31/16 8034 Advertiser Original Date / Revision Donald Trump / R / President / US 10/14/16 / 10/24/16 Billing Cycle Billing Calendar Cash/Trade

0--1-1

And:

American Media & Advocacy Grp/ POL 815 Slaters Lane Alexandria, VA 22314

EOM/EOC Cash Broadcast Property Account Executive Sales Office WVEC Telerep Washin Jay Smith Special Handling Demographic Adults 35-64 Agy Code Advertiser Code Product 1/2 521 958 Agency Ref Advertiser Ref 9204AG 104207

		4 1 1 1 1 1 1	The same and			Start/End		Spots/				
*	_ine	Ch .	Start Date	End Date	Description	Time	Days	Length Week	Rate F	Rtn Type	Spots	Amount
D	1	All 🚙	10/28/16	10/28/16	Fri Prime C	10-11p		:30		NM	0	\$0.00
D	2	All	10/28/16	10/28/16	Local News @ 11p M-F	11-1135p		:30		NM	0	\$0.00
D	3	All	10/28/16	10/28/16	Jimmy Kimmel	1135p-1235a		:30		NM	0	\$0.00
N	4		10/28/16	10/28/16	Local News @ 12p M-F	12-1p		:30		NM	0	\$0.00
,	Vee	<u>Start</u> k: 10/2			<u>/eekdays</u> <u>Spots/Week</u> 1 1	Rate \$145.00						
	<u>S</u>	pot Ch	<u>Date R</u>		Description	Start/End Time	Weekday	s <u>Length</u>	Rate	Type		
		1 All		16-10/30/16	Local News @ 12p M-F	12-1p	F	:30	\$145.00	NM		
-					5,65.6,65.7,65.8,65.9,65.10,6	5.11,65.12,65.13						
D	5	All	10/28/16	10/28/16	TD Jakes 3-4p	3-4p		:30		NM	0	\$0.00
D	6	All	10/28/16	10/28/16	Local News @ 5p M-F	5-530p		:30		NM	0	\$0.00
D	7	All	10/28/16	10/28/16	Local News @ 5a M-F	5-6a		:30		NM	0	\$0.00
D	8	All	10/28/16	10/28/16	Local News @ 530p M-F	530-6p	27/21 - 111	:30		NM	0	\$0.00
D	9	All	10/28/16	10/28/16	Local News @ 6p M-F	6-630p	HT. I. U. T. A.	:30		NM	0	\$0.00
D	10	All	10/28/16	10/28/16	Local News @ 6a M-F	6-7a		:30		NM	0	\$0.00
D	11	All	10/28/16	10/28/16	Wheel of Fortune 7-730p	7-730p		:30		NM	0	\$0.00
D	12	All	10/28/16	10/28/16	Jeopardy 730-8p	730-8p		:30		NM	0	\$0.00
D	13	Ali	10/31/16	10/31/16	Mon Prime C	10-11p		:30		NM	0	\$0.00
D	14	All	10/31/16	10/31/16	Local News @ 11p M-F	11-1135p	7.71	:30		NM	0	\$0.00
D	15	All	10/31/16	10/31/16	Jimmy Kimmel	1135p-1235a		:30		NM	0	\$0.00
D	16	All	10/31/16	10/31/16	Local News @ 12p M-F	12-1p		:30		NM	0	\$0.00
D	17	All	10/31/16	10/31/16	TD Jakes 3-4p	3-4p		:30		NM	0	\$0.00
D	18	All	10/31/16	10/31/16	Local News @ 5p M-F	5-530p		:30		NM	0	\$0.00
D	19	All	10/31/16	10/31/16	Local News @ 5a M-F	5-6a		:30		NM	0	\$0.00
D	20	All	10/31/16	10/31/16	Local News @ 530p M-F	530-6p		:30		NM	0	\$0.00
D	21	All	10/31/16	10/31/16	Local News @ 6p M-F	6-630p		:30		NM	0	\$0.00
D	22	All	10/31/16	10/31/16	Local News @ 6a M-F	6-7a		:30		NM	0	\$0.00
D	23	All	10/31/16	10/31/16	Wheel of Fortune 7-730p	7-730p		:30	0	NM	0	\$0.00

Ctart/End

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Print Date 10/24/16

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EXHIBIT 2



	Contract / Revision 1314096 /	Alt Order # 08410164
Contract Dates	Product	Estimate #
10/25/16 - 10/31/16	TRUMP 8034	8034

Advertiser	Original Date / Revision
Donald Trump / R / Presid	10/14/16 / 10/24/16

*Line Ch	Start Date End Date	Description	Start/End Time	Days	Spots/ Length Week	Rate Rtn	Type	Spots	Amount
D 24 All	10/31/16 10/31/16	Jeopardy 730-8p	730-8p		:30		NM	0	\$0.00
D 25 All	10/31/16 10/31/16	Mon Prime Other	8:00 PM-10:00 PM		:30		NM	0	\$0.00
D 26 All	10/29/16 10/29/16	LN (Sa-Su)	11-1135p		:30		NM	0	\$0.00
D 27 All	10/29/16 10/29/16	NCAA Football Game 2	330-7p		:30		NM	0	\$0.00
D 28 All	10/29/16 10/29/16	Local News @ 6a Sa	6-630a		:30		NM	0	\$0.00
D 29 All	10/29/16 10/29/16	Local News @ 6p Sa	6-630p		:30		NM	0	\$0.00
D 30 All	10/29/16 10/29/16	Local News @ 630a Sa	630-7a		:30		NM	0	\$0.00
D 31 All	10/29/16 10/29/16	Local News @ 7a Sa	7-730a		:30		NM	0	\$0.00
D 32 All	10/29/16 10/29/16	PA (Sa)	7-8p		:30		NM	0	\$0.00
D 33 All	10/29/16 10/29/16	Local News @ 730a Sa	730-8a		:30		NM	0	\$0.00
D 34 All	10/29/16 10/29/16	Good Morning America Sa	8-9a		:30		NM	0	\$0.00
D 35 All	10/30/16 10/30/16	Sun Prime D	10-11p		:30		NM	0	\$0.00
D 36 All	10/30/16 10/30/16	LN (Sa-Su)	11-1135p		:30		NM	0	\$0.00
D 37 All	10/30/16 10/30/16	Local News @ 6p Su	6-630p		:30		NM	0	\$0.00
D 38 All	10/30/16 10/30/16	SaSu 6-8a News ROS	6-8a		:30		NM	0	\$0.00
D 39 All	10/30/16 10/30/16	Sun Prime A	7-8p		:30		NM	0	\$0.00
D 40 All	10/30/16 10/30/16	Good Morning America Su	8-9a		:30		NM	0	\$0.00
D 41 All	10/30/16 10/30/16	Sun Prime C	9-10p		:30		NM	0	\$0.00
D 42 All	10/27/16 10/27/16	Local News @ 11p M-F	11-1135p		:30		NM	0	\$0.00
D 43 All	10/27/16 10/27/16	Local News @ 12p M-F	12-1p		:30		NM	0	\$0.00
D 44 All	10/27/16 10/27/16	TD Jakes 3-4p	3-4p		:30		МИ	0	\$0.00
D 45 All	10/27/16 10/27/16	Local News @ 5p M-F	5-530p		:30		NM	0	\$0.00
D 46 All	10/27/16 10/27/16	Local News @ 5a M-F	5-6a		:30		NM	0	\$0.00
D 47 All	10/27/16 10/27/16	Local News @ 530p M-F	530-6p		:30		NM	0	\$0.00
D 48 All	10/27/16 10/27/16	Local News @ 6p M-F	6-630p		:30		NM	0	\$0.00
D 49 All	10/27/16 10/27/16	Local News @ 6a M-F	6-7a		:30		NM	0	\$0.00
D 50 All	10/27/16 10/27/16	Wheel of Fortune 7-730p	7-730p		:30		NM	0	\$0.00
D 51 All	10/27/16 10/27/16	Jeopardy 730-8p	730-8p		:30		NM	0	\$0.00
D 52 All	10/25/16 10/25/16	Local News @ 11p M-F	11-1135p		:30		NM	0	\$0.00
D 53 All	10/25/16 10/25/16	Local News @ 12p M-F	12-1p		:30		NM	0	\$0.00
D 54 All	10/25/16 10/25/16	TD Jakes 3-4p	3-4p		:30		NM	0	\$0.00
D 55 All	10/25/16 10/25/16	Local News @ 5p M-F	5-530p		:30		NM	0	\$0.00
D 56 All	10/25/16 10/25/16	Local News @ 5a M-F	5-6a		:30		NM	0	\$0.00
D 57 All	10/25/16 10/25/16	Local News @ 530p M-F	530-6p		:30		NM	0	\$0.00
D 58 All	10/25/16 10/25/16	Local News @ 6p M-F	6-630p		:30		NM	0	\$0.00
D 59 All	10/25/16 10/25/16	Local News @ 6a M-F	6-7a		:30		NM	0	\$0.00
D 60 All	10/25/16 10/25/16	Wheel of Fortune 7-730p	7-730p		:30		NM	0	\$0.00
D 61 All	10/25/16 10/25/16	Jeopardy 730-8p	730-8p		:30		NM	0	\$0.00
D 62 All	10/26/16 10/26/16	Wed Prime C	10-11p		:30		NM	0	\$0.00
D 63 All	10/26/16 10/26/16	Local News @ 11p M-F	11-1135p		:30		NM	0	\$0.00
D 64 All	10/26/16 10/26/16	Jimmy Kimmel	1135p-1235a		:30		NM	0	\$0.00

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	Contract / Revision	Alt Order #	_
	1314096 /	08410164	
Contract Dates	Product	Estimate #	
10/25/16 - 10/31/16	TRUMP 8034	8034	

Advertiser Original Date / Revision 10/14/16 / 10/24/16 Donald Trump / R / Presic

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week	Rate Rtn TypeS	nots	Amount
D 65 All 10/26/16 10/26/16 Local News @ 12p M-F	12-1p	:30	NM NM	0	\$0.00
D 66 All 10/26/16 10/26/16 TD Jakes 3-4p	3-4p	:30	NM	0	\$0.00
D 67 All 10/26/16 10/26/16 Local News @ 5p M-F	5-530p	:30	NM	0	\$0.00
D 68 All 10/26/16 10/26/16 Local News @ 5a M-F	5-6a	:30	NM	0	\$0.00
D 69 All 10/26/16 10/26/16 Local News @ 530p M-F	530-6p	:30	NM	0	\$0.00
D 70 All 10/26/16 10/26/16 Local News @ 6p M-F	6-630p	:30	NM	0	\$0.00
D 71 All 10/26/16 10/26/16 Local News @ 6a M-F	6-7a	:30	NM	0	\$0.00
D 72 All 10/26/16 10/26/16 Wheel of Fortune 7-730p	7-730p	:30	NM	0	\$0.00
D 73 All 10/26/16 10/26/16 Jeopardy 730-8p	730-8p	:30	NM	0	\$0.00
D 74 All 10/26/16 10/26/16 Wed Prime B	9-10p	:30	NM	0	\$0.00
N 75 All 10/28/16 10/28/16 Fri Prime C	10-11p	:30	NM	1	\$640.00
Start Date End Date Weekdays Spots/Week	Rate	,50	INIVI	'	φ04U.UU
Week: 10/24/16 10/30/161 1	\$640.00				
N 76 All 10/28/16 10/28/16 Local News @ 11p M-F	11-1135p	:30	NM	1	\$255.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$255.00				
N 77 All 10/28/16 10/28/16 TD Jakes 3-4p	3-4p	:30	NM	1	\$65.00
Start Date End Date Weekdays Spots/Week	Rate	1,50	NIVI		\$05,00
Week: 10/24/16 10/30/161 1	\$65.00				
N 78 All 10/28/16 10/28/16 Local News @ 5a M-F	5-6a	:30	NM	1	\$85.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$85.00				
N 79 All 10/28/16 10/28/16 Local News @ 6a M-F	6-7a	:30	NM	4	#200.00
Start Date End Date Weekdays Spots/Week	Rate	.50	MM	1	\$220,00
Week: 10/24/16 10/30/161 1	\$220.00				
N 80 All 10/28/16 10/28/16 Jeopardy 730-8p	730-8p	:30	NM	1	\$540.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	<u>Rate</u> \$540.00				
N 81 All 10/28/16 10/28/16 Wheel of Fortune 7-730p	7-730p	****			A500.00
Start Date End Date Weekdays Spots/Week	Rate	:30	NM	1	\$520.00
Week: 10/24/16 10/30/161 1	\$520.00				
N 82 All 10/31/16 10/31/16 Local News @ 11p M-F	11-1135p	:30	NM	1	\$255.00
Start Date End Date Weekdays Spots/Week	Rate				
the majority of the state of th	\$255.00				
N 83 All 10/31/16 10/31/16 Local News @ 12p M-F Start Date End Date Weekdays Spots/Week	12-1p <u>Rate</u>	:30	NM	1	\$95.00
Week: 10/31/16 11/06/16 1 1	\$95.00		1		
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate Type		
1 All 10/31/16-11/06/16 Local News @ 12p M-F	12-1p	M:30	\$95.00 NM		
N 84 All 10/31/16 10/31/16 TD Jakes 3-4p Start Date End Date Weekdays Spots/Week	3-4p	:30	NM	1	\$65.00
Week: 10/31/16 11/06/16 1 1	Rate \$65.00				
N 85 All 10/31/16 10/31/16 Local News @ 5p M-F	5-530p	:30	NM	1	\$120.00
Start Date End Date Weekdays Spots/Week	Rate			•	
Week: 10/31/16 11/06/16 1 1	\$120.00				
N 86 All 10/31/16 10/31/16 Local News @ 5a M-F Start Date End Date Weekdays Spots/Week	5-6a	:30	MM	1	\$85.00
Start Date End Date Weekdays Spots/Week Week: 10/31/16 11/06/16 1 1	<u>Rate</u> \$85.00		- 1		

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Print Date 10/24/16

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EXHIBIT 2



	Contract / Revision 1314096 /	Alt Order # 08410164
Contract Dates 10/25/16 - 10/31/16	Product TRUMP 8034	Estimate # 8034
Advertiser Donald Trump / R / Pr		Original Date / Revision 10/14/16 / 10/24/16

	·				
8 208	Start/End	Spots/			
*Line Ch Start Date End Date Description	Time	Days Length Week	Rate Rtn Type S	Spols	Amount
Start Date End Date Weekdays Spots/Week	Rate				
N 87 All 10/31/16 10/31/16 Local News @ 6a M-F	6-7a	:30	MM	ī	\$220.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/31/16 11/06/16 1 1	Rate		1		
The state of the s	\$220.00				
N 88 All 10/31/16 10/31/16 Jeopardy 730-8p Start Date End Date Weekdays Spots/Week	730-8p <u>Rate</u>	:30	MM	1	\$540.00
Week: 10/31/16 11/06/16 1 1	\$540.00		1		
N 89 All 10/31/16 10/31/16 Wheel of Fortune 7-730p	7-730p	:30	NM	1	\$520.00
Start Date End Date Weekdays Spots/Week	Rate	,,00	14,41		\$520.00
Week: 10/31/16 11/06/16 1 1	\$520.00				
N 90 All 10/29/16 10/29/16 NCAA Football Game 2	330-7p	:30	NM	1	\$590.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161 1	Rate				
	\$590.00				
N 91 All 10/29/16 10/29/16 Local News @ 630a Sa Start Date End Date Weekdays Spots/Week	630-7a	:30	NM	1	\$115.00
Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$115.00		1		
N 92 All 10/29/16 10/29/16 Local News @ 6a Sa	6-630a	:30	NM	4	#400.00
Start Date End Date Weekdays Spots/Week	Rate	.50	IAIAI	1	\$100.00
Week: 10/24/16 10/30/161 1	\$100.00		1		
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate Type		
1 All 10/24/16-10/30/16 Local News @ 6a Sa	6-630a	Sa :30 \$1	00.00 NM		
D 93 All 10/29/16 10/29/16 PA (Sa)	7-8p	:30	MM	0	\$0.00
N 94 All 10/29/16 10/29/16 Local News @ 730a Sa	730-8a	:30	NM	1	\$130.00
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/24/16 10/30/161- 1	<u>Rate</u> \$130.00				
N 95 All 10/29/16 10/29/16 Local News @ 7a Sa Start Date End Date Weekdays Spots/Week	7-730a <u>Rate</u>	:30	NM	1	\$120.00
Week: 10/24/16 10/30/161- 1	\$120.00		- 1		
N 96 All 10/29/16 10/29/16 PA (Sa)	7-8p	:30	NM	1	\$185.00
Start Date End Date Weekdays Spots/Week	Rate				4,55,65
Week: 10/24/16 10/30/161- 1	\$185.00	**			
N 97 All 10/29/16 10/29/16 Good Morning America Sa	8-9a	:30	NM	1	\$235.00
Start Date End Date Weekdays Spots/Week	Rate \$235.00		1		
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate Type		
1 All 10/24/16-10/30/16 Good Morning America Sa			35.00 NM		
N 98 All 10/30/16 10/30/16 Sun Prime D	10-11p	(30	NM	1	\$390.00
Start Date End Date Weekdays Spots/Week	Rate	,00	1 4.41	_'	Ψ000.00
Week: 10/24/16 10/30/161 1	\$390.00				
<u>Spot Ch</u> <u>Date Range</u> <u>Description</u> 1 All 10/24/16-10/30/16 Sun Prime D	Start/End Time	Weekdays Length	Rate Type		
· · · · · · · · · · · · · · · · · · ·	10-11p		MM 00.00		
N 99 All 10/30/16 10/30/16 Local News @ 6p Su Start Date End Date Weekdays Spots/Week	6-630p	:30	NM	1	\$220.00
Week: 10/24/16 10/30/16 Weekdays Spots/Week	<u>Rate</u> \$220.00		- 1		
N 100 All 10/30/16 10/30/16 SaSu 6-8a News ROS	6-8a	:30	NM	1	\$110.00
Start Date End Date Weekdays Spots/Week	Rate	.50	(414)		ψ110.00
Week: 10/24/16 10/30/161 1	\$110.00				
N 101 All 10/28/16 10/28/16 Local News @ 5p M-F	5-530p	:30	MM	1	\$120.00
Start Date End Date Weekdays Spots/Week	Rate		1		

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Print Date 10/24/16

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EXHIBIT 2



	Contract / Revision 1314096 /	Alt Order # 08410164
Contract Dates 10/25/16 - 10/31/16	Product TRUMP 8034	Estimate # 8034
Advertiser Donald Trump / R / Pr		Original Date / Revision 10/14/16 / 10/24/16

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Ra	ate Rtn TypeSpots	Amount
Start Date End Date Weekdays Spots/Week 1- 1	Rate \$120.00			
N 102 All 10/31/16 10/31/16 Local News @ 530p M-F	530-6p <u>Rate</u> \$165.00	:30	NM	1 \$165.00
N 103 All 10/29/16 10/29/16 LN (Sa-Su) Start Date	11-1135p <u>Rate</u> \$255.00	:30	NM	\$255.00
N 104 All 10/30/16 10/30/16 Sun Prime A Start Date	7-8p <u>Rate</u> \$395.00	:30	NM	1 \$395.00
N 105 All 10/30/16 10/30/16 Good Morning America Su <u>Start Date</u>	8-9a <u>Rate</u> \$150.00	:30	NM	\$150.00
N 106 All 10/27/16 10/27/16 Local News @ 12p M-F Start Date	12-1p <u>Rate</u> \$95.00	:30	NM	\$95.00
N 107 Ali 10/27/16 10/27/16 Local News @ 530p M-F	530-6p <u>Rate</u> \$165,00	:30	NM	\$165.00
N 108 All 10/27/16 10/27/16 Local News @ 6p M-F Start Date	6-630p <u>Rate</u> \$415.00	:30	NM	1 \$415.00
		Totals 0.00	33	\$8,180.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
09/26/16 -10/30/16	24	\$6,115.00	(\$917.25)	\$5,197.75
10/31/16 -10/31/16	9	\$2,065.00	(\$309.75)	\$1,755.25
Totals	33	\$8,180.00	(\$1,227.00)	\$6,953.00

Signature:	Date:	
_		

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NAB Form PB-18 Candidates

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable	box) DERAL CAN	IDIDATE	□ STATE	LOCAL CA	NDIDATE		
To Avail Themselves Of The Lowest Unit Charge During A Political Window, Federal Candidates Must Sign The Certification On Page 3							
Station and		III - 11 - 11 - 12 - 12 - 12 - 12 - 12 -		Date:			
WVE	EC	Nor	folk	10	1/24		
, American Media and Advocacy Group							
being/on behalf of: Donald J. Trump for President, Inc.							
a legally qual	lified candidate	e of the Rep	ublican Pa	arty			
political party for the office of: President of the United States of America							
in the General Election							
election to be held on: Tuesday, November 8,2016							
	quest station t						
Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per Week	Number of Weeks		
See Schedule	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule		
Attach propo	esed schedule	with charges	(if available):	\$ 6,95	13. Ne		

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Pro Trump Anti Clinton

#1314096 Rev

NAB Form PB-18 Candidates

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

Donald J. Trump for President, 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:

Tim Jost

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.

NAB Form PB-18 Candidates

FEDERAL CANDIDATE CERTIFICATION

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

Donald J. Trump for President	t, Inc.	
(name of federal candidate or authorized committee) programming to be broadcast (in whole or in part) put		
does	☐ does not	
refer to an opposing candidate (check applicable programming that does refer to an opposing candidate)		
(check applicable box)		
☐ the radio programming contains a personal audio identifies the candidate, the office being sought, and the broadcast.		
☐ the television programming contains a clearly ide image of the candidate for a duration of at least four displayed printed statement identifying the candidate broadcast, and that the candidate and/or the candidate broadcast.	seconds, and a simultaneously e, that the candidate approved the	
Je Tevell agent for De	Goold J. Thur f. Rico	dut 1/C
/ signature of candidate or author	orized committee	
printed name	date	