



825 Edmond
 St. Joseph, MO 64501
 Phone & Fax: (816) 271-8614

PO Number: 040000245
 PO Date: 11/16/2017
 Revision No: 0
 Tax ID: 44-0371250
 RMA#

Send Invoice To:
 appayablesnp@npgco.com
 Home Office
 PO Box 29
 Saint Joseph, MO 64502
 USA

Ship To:
 Gulf California Broadcast Company
 31276 Dunham Way
 Thousand Palms, CA 92276

 Attn: John Cook
 Phone: 760-343-5757

Send Po To:
 WIRELESS INFRASTRUCTURE SERVICES
 JTD CONSULTING, INC
 1837 CALIFORNIA AVENUE
 CORONA,, CA 92881

 Attn:
 Fax: 951-371-4950

Pay Terms: due upon receipt
 Freight Terms: Prepaid
 FOB: Palm Springs
 Shipper:

Line	Item/Description	Date Required	Quantity	Unit Cost	Unit of Measure	Line Amount
0001	KDFZX Rpk.1(Item no: 94005-004) Routing/Switching/Distribution/Processing/Format Conversion Item no: 94005-004 Approved By: Sarah Windmeyer approved on 11/16/17 at 2:31 PM PO Notes: Project # 40-2017-11 Revision 0: Original Version. Revision created by Print program on 11/16/17	11/16/17	9600.00	1.00	EA	9600.00

NOTE: Invoice must reference PO number for payment

Freight: 0.00
 Tax: 0.00
 Other: 0.00
 Discount: 0.00
TOTAL 9600.00

**PARTIAL EXEMPTION CERTIFICATE
QUALIFIED SALES AND PURCHASES OF
TELEPRODUCTION OR OTHER POSTPRODUCTION
SERVICE EQUIPMENT**

Regulation 1532

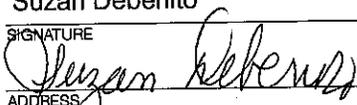
Note: This is a partial exemption from sales and use tax at the rate of 5.00% effective January 1, 2017, 5.25% from January 1, 2016 to December 31, 2016, 5.50% from January 1, 2013 to December 31, 2015, 5.25% from July 1, 2011 to December 31, 2012, 6.25% from April 1, 2009 to June 30, 2011, 5.25% from July 1, 2004 to March 31, 2009, 5% from January 1, 2002 to June 30, 2004, 4.75% from January 1, 2001 to December 31, 2001, and 5% from January 1, 1999 to December 31, 2000. You are not relieved from your obligations for the local and district taxes on this transaction. This partial exemption also does not apply to any tax levied pursuant to section 6051.2 and 6201.2 of the Revenue and Taxation Code, or pursuant to section 35 of article XIII of the California Constitution. The exemption is specific to these transactions only and may not be construed to exempt other transactions. This exemption also applies to lease payments made on or after January 1, 1999, notwithstanding the fact that the lease agreement was entered into prior to January 1, 1999. This certificate may **not** be used to purchase certain property such as, furniture, inventory, meals, vehicles, equipment used to store products or real property.

SELLER'S NAME

SELLER'S ADDRESS (street, city, state, zip code)

PURCHASE ORDER NUMBER	DATE OF PURCHASE ORDER	DESCRIPTION OF PROPERTY PURCHASED OR LEASED*	SALES PRICE/ RENTALS PAYABLE

I hereby certify that I am a qualified person primarily engaged in teleproduction or other postproduction services as described in Regulation 1532 and that the property listed above will be used primarily in teleproduction or other postproduction services or to maintain, repair, measure or test any such property. I understand that if such property is used outside the State of California or leased to a non-qualified person in the aggregate for more than one half of the one year period following the date of purchase or lease, or if such property is converted for use in a manner not qualifying for the exemption, that I am required by the Revenue and Taxation Code to report and pay the state sales/use tax measured by the sales price of the property to/by me.

PRINT NAME Suzan Debenito	TITLE Controller	COMPANY NAME NPG Gulf-California Broadcast Co
SIGNATURE 	DATE 05/18/2017	PERMIT NUMBER (if applicable)* Not Applicable
ADDRESS 31276 Dunham Way	CITY Thousand Palms	STATE, ZIP CA 92276

Seller must retain a copy of this exemption certificate to support a deduction taken on their return.

* A seller's permit is required to be held by any person engaged in the business of selling tangible personal property in California. Certain lessors must also hold a seller's permit. If you are not required to hold a seller's permit because you make no sales or leases of tangible personal property in California, please enter "not applicable."



PURCHASE ORDER TERMS AND CONDITIONS

For the purposes of these Terms and Conditions of Sale, the term “Contract” shall mean the agreement between NPG News-Press & Gazette Company and its subsidiaries (“Buyer”) and the seller identified on the purchase order (the “Order”) to which these Terms and Conditions are attached (“Seller”) arising as a result of Buyer’s submission of the Order to Seller. This Contract shall be deemed to incorporate and be governed by these Terms and Conditions.

1. Acceptance. Execution of the Order and/or shipment by Seller of any goods ordered by Buyer shall be conclusively deemed acceptance of these Terms and Conditions. No term or condition in any communication from Seller additional to or different from these terms and conditions shall become part of this Contract unless such term or condition is contained in a writing that specifically references this Order and is signed by Buyer. Buyer’s failure to object to any provision contained in any communication from Seller shall not be construed as a waiver of these Terms and Conditions nor as an acceptance of any such provision.

2. Invoices. Invoices shall contain the following information: Buyer’s order number; description of goods or services; quantities; unit prices; and whether freight was prepaid. Any applicable discount period will begin on the day the invoice is received by Buyer. Invoices shall be paid by ACH transfer unless otherwise agreed by Buyer.

3. Shipping. No claims or charges will be allowed by Buyer for drayage or packing, and no substitution of material or changes in price will be permitted except on written authority from Buyer. Buyer assumes no responsibility for any goods shipped or services commenced without a purchase order signed by Buyer. All goods are to be packed in accordance with sound commercial practice unless otherwise specified in this Order. Seller shall mark all containers with the necessary shipping information. The labeling of goods shall comply with applicable legal requirements and industry practice.

4. Changes. Buyer, by written notice to Seller, may at any time terminate and cancel all or part of an Order with respect to any services which remain undone and any goods which remain undelivered on the date of such notice. In the event of such cancellation, Seller shall promptly stop all deliveries and services called for by the Order and Buyer’s responsibility to Seller is limited to paying Seller for all goods delivered and services performed prior to cancellation at the contract price plus any costs incurred by Seller to cancel undelivered goods or unperformed services. Other than as specifically provided for herein, Seller shall not be entitled to

claim or recover damages or loss of profits on account of any such cancellation, delays suffered by Seller, or the rejection by Buyer of any goods or services that do not comply fully with this Contract and specifications of the Order. In addition, Buyer may change the Order, including the scope of work, specifications, quantities, schedules, methods of shipment, point of delivery or price. Seller shall, in all events, proceed diligently to supply the goods or services as changed but shall have ten days after receipt of change to claim and negotiate an equitable adjustment for delay or increase or decrease of expense to Seller with an estimate of the charges resulting from such changes.

5. Inspection. All goods and services shall be subject to inspection and test by Buyer, to the maximum extent practicable at all times and places, and in any event prior to final acceptance. No inspection and/or acceptance shall relieve Seller from responsibility for defects or other failure to meet the requirements of the Order.

6. Warranties/Indemnification. Seller warrants to Buyer as follows: (a) all services supplied by Seller will meet the specifications or descriptions furnished by Buyer and be performed in a workmanlike manner in accordance with accepted industry standards for such services; (b) unless otherwise noted conspicuously, all goods shall be new and unused; (c) all goods will be of merchantable quality, will conform to applicable specifications or descriptions furnished by Buyer, will be free from defects in material and workmanship, and will be sufficient and fit for the purpose intended by Buyer; (d) the use or sale of the goods shall not infringe the claims of any patent or other intellectual property rights of any third party; and (e) the goods are safe for their intended use. Seller shall indemnify and hold Buyer and its employees harmless from and against any and all claims, suits, judgments or expenses, including attorney’s fees, arising in connection with: (i) a breach of any representation or warranty of Seller; (ii) the alleged or actual negligence or willful misconduct of Seller or its employees or agents; (iii) any property damage or personal injury caused by Seller in the performance of the service, regardless of negligence



of Buyer or its employees; (iv) any alleged or actual defect in the goods or services, regardless of negligence of Buyer or its employees; and (v) any failure of Seller to comply with any applicable law, regulation, or order. Seller assumes the entire responsibility and liability for any damage to Seller's tools, equipment, supplies and other things provided by Seller in connection with the services (whether or not the services are performed on Buyer's premises) and releases Buyer from any liability with respect thereto unless caused by Buyer's intentional misconduct.

7. Hazardous Materials. Except as specifically disclosed in writing to Buyer, no goods shall contain hazardous materials and no hazardous materials will be used, stored or disposed of on Buyer's premises. Seller will provide Buyer with three copies of appropriate Material Safety Data Sheets (MSDS) with Seller's initial shipment to Buyer, and with the first shipment after an MSDS that is updated for any reason, including a change in processes or material of the goods. If the goods subject to this Order do not require an MSDS, Seller shall provide Buyer with a statement to that effect.

8. Title; Risk of Loss. Except as the Order otherwise expressly provides, title to and risk of loss on all goods shall pass to Buyer at the facility of Buyer's facility designated on the face of the Order. Buyer shall deliver all goods and perform the services (including any deliverables included therein) free and clear of all claims, encumbrances and liens.

9. Taxes. Seller shall pay all taxes on the services and the manufacture or sale of the goods, any component part of the goods, or on any process or labor involved in producing the goods.

10. Safety. Seller shall take all safety precautions necessary to protect its employees, invitees, agents, and subcontractors and the employees and agents thereof and Buyer's employees, invitees, agents and subcontractors and the employees and agents thereof, from risks of harm inherent in the nature of the services to be provided hereunder and shall comply in the performance of the services with all applicable laws, ordinances, and orders of governmental bodies and agencies relating to the safety of employees or to safety in the performance of the services.

11. Default. Time of delivery is of the essence. Buyer may, by a written notice of default to the Seller, cancel the whole or any part of the Order if Seller fails to make delivery of the goods or perform the services within the time specified in the Order, or any extension thereof by change notice or perform any of the other provisions of the Order or fails to

make progress so as to endanger performance of the Order.

12. Confidentiality. Seller agrees, unless Buyer has consented, or unless required by applicable law, Seller will not reveal or disclose any Confidential Information to any third party or use any Confidential Information except to provide the goods or services described in the Order. The term "Confidential Information" means all information related to Buyer which is not generally known by persons other than Buyer (including its employees), and which is proprietary to Buyer or the disclosure of which would be detrimental to Buyer, whether or not marked as confidential or proprietary, but shall not include any information that is: (i) in the public domain, through no action of Seller; (ii) already known by Seller; or (iii) disclosed to Seller by any person or entity not known by Seller after reasonable inquiry to be under an obligation of confidentiality to Buyer.

13. Force Majeure. Either party to this Contract shall be free from liability for failing to perform if such failure is due to acts of God, labor difficulties, fires, or other causes beyond the reasonable control of the affected party. If Seller is unable to perform for such reason beyond its reasonable control, Buyer shall have the right to either continue the delivery dates until Seller is able to perform or terminate the Order without any liability or obligation whatsoever.

14. Insurance. Seller shall maintain such insurance coverages in such amounts as reasonable in the industry. At the request of Buyer, Seller shall provide to Buyer a certificate of insurance naming Buyer and its directors, officers, employees, and agents as additional insureds.

15. Governing Law. This Contract shall be governed by the laws of the State of Missouri, without regard to conflicts of laws principles, and any action, in law or in equity, pursuant to this Contract shall be adjudicated solely in the courts of the State of Missouri, County of Buchanan, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Missouri, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

16. Assignment. This Contract may not be assigned by Seller without Buyer's written consent.