

**LEASED ACCESS PROGRAMMING AGREEMENT**

This Leased Access Programming Agreement (the "Agreement") is entered into by the subsidiaries of Cox Communications, Inc. listed on the signature line below and in all Exhibit(s) B (individually and collectively "LESSOR") and StogMedia ("LESSEE") for access on LESSOR's cable television system(s) set forth in Exhibit(s) B (the "System(s)") to cablecast the video programming described in Exhibit A (the "Programming"). For clarity, Cox Communications, Inc. is not a party to this Agreement. Moreover, in the case of more than one LESSOR, the rights, liabilities and obligations for each LESSOR shall be as they relate to that portion of the Agreement that pertains to the Channels and Systems listed in the Exhibit(s) B executed by that LESSOR.

**IN CONSIDERATION** of the promises of the parties, it is agreed:

**1. LEASED ACCESS CHANNEL DESIGNATION.** LESSOR grants to LESSEE the right to utilize the cable television channel (the "Channel") on the System(s) as designated in an Exhibit B on the date and at the times set forth in the applicable Exhibit B (the "Leased Time"). For clarity, the Agreement may have more than one Exhibit B from time to time to accommodate unique combinations of Channels or Systems. Exhibits B may be added at any time during the Term provided they are signed by both LESSOR and LESSEE. LESSOR makes no representation of the continued availability of any Channel designated in an Exhibit B to LESSEE or the Leased Time. LESSOR, in its sole discretion, shall have the right to change any Channel and/or the Leased Time (a) upon notice to LESSEE or (b) as required by a federal or other regulatory body.

**2. TERM.** The "Term" of this Agreement shall begin on July \_\_, 2017 and shall continue, unless sooner terminated, until July \_\_, 2018. Any renewal of this Agreement or extension of the Term must be in writing signed by all parties to this Agreement.

**3. CHANNEL USE.** LESSEE shall use the Channel solely in strict accordance with the provisions of this agreement for the distribution of the Programming.

(a) **CONTROL OVER PROGRAMMING AND CHANNEL.** LESSEE must remain in full control over the Programming and the Channel and may not sublease or delegate control, directly or indirectly, in whole or in part, over the Channel during the Leased Time to any third party.

(b) **NO OBSCENE CONTENT.**

i. **PROHIBITION.** LESSEE shall not include any content in any of the Programming that is obscene, as determined by applying applicable law ("Obscene Content"). Inclusion of any such content shall constitute a material breach by LESSEE of this Agreement. In the event of a dispute as to whether any content constitutes Obscene Content, the determination of LESSOR, in its sole discretion, shall be final and binding.

- ii. **PREEMPTIVE SUSPENSION RIGHT.** Although LESSOR has no obligation to pre-screen any Programming, in the event that it forms a belief prior to cablecasting any Programming that such Programming includes Obscene Content, LESSOR may immediately suspend cablecasting of the Programming without prior notice to LESSEE.

**(c) RESTRICTIONS ON INDECENT CONTENT.**

- i. **GENERAL PROHIBITION.** Except as provided by this Section 3(c), LESSEE shall not include any content in any Programming that is indecent, as determined by applying applicable law ("Indecent Content").
- ii. **EXCEPTION.** In the event that any Indecent Content is included in any Programming, LESSEE shall provide LESSOR written notice at least 90 days in advance of cablecasting, stating with specificity what Programming contains the Indecent Content and the nature of the Indecent Content. Failure to provide such notice shall constitute a material breach of this Agreement. In the event of a dispute as to whether any content constitutes Indecent Content, the determination of LESSOR, in its sole discretion, shall be final and binding.
- iii. **RESTRICTIONS IMPOSED BY LESSOR.** LESSOR may impose restrictions from time to time on Indecent Content that may include, without limitation, limiting the hours Programming containing Indecent Content is available (e.g., between 11 PM and 6 AM local time) and channel placement in neighborhoods where programming containing similar content is offered. LESSOR'S Policy on Indecent Programming (Exhibit E), as may be amended by LESSOR from time to time, is representative of, but not exhaustive of, such restrictions on the transmission of Indecent Content.
- iv. **PREEMPTIVE SUSPENSION RIGHT.** Although LESSOR has no obligation to pre-screen any Programming, in the event that it forms a belief prior to cablecasting any Programming that such Programming includes Indecent Content and notice has not been given by LESSEE in accordance with Section 3(c)(ii), above, LESSOR may immediately suspend cablecasting of the Programming without prior notice to LESSEE.

**4. TECHNICAL REQUIREMENTS.**

- (a) **MINIMUM PRODUCTION STANDARDS.** LESSEE's Programming shall meet production standards equivalent to those applicable to public, educational and government access channels on the applicable System. LESSEE shall be responsible for all cost and aspects of production and promotion of the Programming. Except for any technical support LESSOR is obligated by applicable law to provide at no charge, LESSEE shall be responsible for supplying all facilities necessary to deliver its Programming to the applicable System's distribution or headend facilities including interconnection,

and for distributing the Programming over the Channel, including all costs associated therewith.

- (b) **PROTECTION OF LESSOR'S SYSTEM(S).** LESSEE shall ensure that neither LESSEE's access hereunder nor its use of any equipment in connection therewith shall impair or interfere with in any way: (a) the quality or integrity of any audio, video, data or other transmissions originated by LESSOR or an authorized user or transmitting over the System(s); or (b) any operation, functionality or technical operation of any Systems.
- (c) **RECEPTION EQUIPMENT.** Any equipment required for LESSOR to receive the Programming that is not required by applicable law to be provided by LESSOR ("Reception Equipment") must: (i) be compatible with and shall not interfere in any way with the operation of the System(s); (ii) fully comply with any technical, physical or operational requirements established from time to time by LESSOR; (iii) be subject to technical review and approval by LESSOR; (iv) be purchased and paid for by and/or at the sole expense of LESSEE; (v) be installed by LESSOR, subject to prepayment of any Technical Fees related to such installation; and (v) be subject to an ongoing support fee payable to LESSOR (which shall be prepaid either in a lump-sum or in periodic installments as determined by LESSOR in its sole discretion from time to time). Payment for Reception Equipment that LESSOR purchases on behalf of LESSEE must be made for the full cost of the Reception Equipment (including freight, insurance and any ancillary charges) in advance of LESSOR placing such order. If installation of the Reception Equipment must take place within the headend of any System or any site owned or controlled by LESSOR, LESSOR may permit or deny, in its sole discretion, the colocation within such facility, subject to LESSEE entering into a colocation agreement with LESSOR, payment of colocation costs and fees (including power, security, HVAC, etc.) in advance and LESSEE shall have no access to the Reception Equipment and shall rely solely on LESSOR to maintain such equipment, however, LESSOR's obligation to troubleshoot and repair the Reception Equipment shall be limited to removing and reinstalling Reception Equipment. Repair and replacement of Reception Equipment shall be the sole responsibility and cost of LESSEE. Any such replacement equipment shall fully comply with this Section 4(c). All Reception Equipment shall be titled in the name of Programmer and Programmer shall bear all associated risk of loss.
- (d) **REMOVAL OF RECEPTION EQUIPMENT UPON TERMINATION.** Upon termination of this Agreement, LESSEE shall arrange for LESSOR, at LESSEE's sole expense, to promptly remove Reception Equipment, if any. If LESSEE fails to arrange for removal of the Reception Equipment within ten (10) days of such termination, LESSOR shall have the right to remove and store the Reception Equipment at LESSEE's sole expense, and following reasonable notice to LESSEE, to sell such equipment at public or private sale or otherwise dispose of it and apply any proceed of such sale or disposition against any balance owing to LESSOR.

**5. FEES AND PAYMENTS.**

- (a) **LEASE FEE.** In consideration of the rights granted herein, LESSEE shall pay to LESSOR the amount of the fee set forth on Exhibit C, which may be adjusted by LESSOR from time to time upon notice to LESSEE ("Lease Fee"). In the event that the allowable rates used to establish the amount of the Lease Fee set forth on Exhibit C, established in accordance with federal law, are invalidated or revised for any reason, including as a result of a binding and final agency order or finding of a court of competent jurisdiction, the Lease Fee shall be computed using the maximum allowable rate. The Lease Fee shall be paid in full by the due date(s) shown on Exhibit C.
- (b) **SECURITY DEPOSIT.** LESSEE shall pay to LESSOR a security deposit, if any, in the amount and by the due date listed on Exhibit C. LESSEE agrees that LESSOR may use the security deposit to offset any amount owed to LESSOR under or arising out of this Agreement or resulting from LESSEE's breach of this Agreement.
- (c) **TECHNICAL AND OTHER SUPPORT FEES.** Fees for use by LESSEE of LESSOR's studio facilities, personnel, equipment or other technical support, if any, shall be in the amounts set forth on Exhibit C, which may be adjusted by LESSOR from time to time upon notice to LESSEE ("Technical Support Fees."). Recurring Technical Support Fees shall be paid in full by the due date(s) shown on Exhibit C. Non-recurring Technical Support Fees shall be paid either as set forth in Exhibit C or as invoiced by LESSOR, at its sole election. The provision by LESSOR of any collection or billing services to LESSEE, if required, shall be the subject of a separate agreement and shall be at an additional charge to LESSEE.
- (d) **PAYMENTS REQUIRED PRIOR TO CABLECAST.** LESSEE shall pay to LESSOR in full, when due and in immediately available funds all amounts owed pursuant to this Agreement including, without limitation, the amount of any security deposit, set forth in Exhibit C and any amounts invoiced by LESSOR. Failure by LESSEE to pay any amount in full when due shall constitute a material breach of this Agreement ("Financial Default").

**6. INSURANCE AND SURETY BONDS.**

- (a) **INSURANCE.** LESSEE shall obtain and have in effect at all times during the Term, Errors and Omissions insurance, written by insurance carriers holding a Best's rating of A- or higher with limits of \$1,000,000 per occurrence covering liability arising from all shows provided to the LESSOR. LESSEE shall obtain individual certificates for each state within which any System listed in Exhibit B(s) is located in whole or in part. The policy shall provide for thirty (30) days' prior written notice to LESSOR of any material change, non-renewal or cancellation of coverage. Prior to execution of this Agreement and each time that a change is made in the Policy, the carrier, or Exhibit B resulting in the addition of a System necessitating an additional State certificate, LESSEE shall deliver to LESSOR a Certificate(s) of Insurance evidencing such coverage and naming each

LESSOR listed on any Schedule B as an additional insured under the policy as evidence of coverage obtained per this section and shall not limit or restrict any indemnification obligation of the LESSEE under this Agreement.

- (b) **SURETY BOND.** During the term of this Agreement, LESSOR may require LESSEE to maintain a surety bond, in the form to set forth in Exhibit G, to guarantee the payment of any sums which may become due to LESSOR in connection with damages, costs, attorneys' fees, *etc.* for which LESSEE is obligated to indemnify LESSOR pursuant to Section 10 of this Agreement and for which LESSOR is not fully compensated by the insurance required herein. If required, a surety bond shall be maintained by LESSEE in the amount of \$\_\_\_\_\_. LESSEE must furnish written proof of the foregoing required bond upon request.

**7. TAXES.** All applicable taxes, assessments, fees or other such costs arising from this Agreement or LESSEE's performance hereunder, including but not limited to sales and excise taxes, franchise fees and copyright fees, shall be paid, to the extent permitted by applicable law, by LESSEE.

**8. OBLIGATIONS OF LESSEE TO OBTAIN CLEARANCES.** LESSEE shall be responsible for securing all necessary copyright and performance clearances (including music performance and synchronization clearances) and all other required licenses. Under its Blanket Music Licensing Agreement(s) with various music licensing agencies, LESSOR is required to collect certain information regarding musical works in programming carried over the System. LESSEE must supply LESSOR the following information about the music in the Programming, at LESSOR'S option in the format set forth on Exhibit D upon submission of the Programming to LESSOR: Title, Composer, Performing Artist, Publisher, and Duration. If LESSEE fails to timely and completely supply this information, LESSOR may, at its option, immediately terminate this Agreement and/or suspend the cablecast of the Programming.

**9. WARRANTIES.** LESSEE represents and warrants that as of the date of this Agreement and at all times during the Term:

- (a) It has the right to enter into this Agreement and to perform its obligations hereunder;
- (b) It has and will retain exclusive control over the content of all Programming;
- (c) It has obtained and will maintain all authorizations, licenses and other applicable or appropriate clearances necessary for the transmission and distribution of the Programming by LESSOR and for the Programming's performance under this Agreement;
- (d) The Programming will not violate nor infringe upon the rights of any kind or nature whatsoever of any person, firm, corporation or other entity;
- (e) The Programming does not contain any Obscene Content;

- (f) The Programming does not contain any Indecent Content unless notice has been given in accordance with Section 3(c)(ii), above;
- (g) Live Programming will not contain Obscene Content and/or Indecent Content;
- (h) LESSEE and the Programming will comply with all applicable present and future federal, state and local laws, rules and regulations, including decisions and orders of the FCC and any other regulatory body with jurisdiction;
- (i) The technology and process used in the delivery of the Programming to LESSOR shall not infringe upon the copyright, patent or any other intellectual, moral or legal rights of any third party;
- (j) The Programming and the technology and process used in the delivery of the Programming to LESSOR shall contain no computer virus, malware, Trojan horse, or other harmful or malicious code; and
- (k) Prior to using the Channel designated herein, LESSEE will obtain the necessary technical expertise and/or qualified personnel to utilize the Channel (and any equipment or facilities provided by LESSOR or other parties) in accordance with accepted industry standards for the television production and distribution industry.

**10. INDEMNITY.** LESSEE shall at all times indemnify and hold harmless LESSOR, its parents, subsidiaries and affiliates, and the officers, directors and employees of each from and against all claims, suits, complaints and liability, including without limitation damages, costs and attorneys' fees incurred by LESSOR in connection with: (a) the cablecast of the Programming; (b) any use of the Channel; (c) any of the operations of LESSEE; (d) any breach by LESSEE of this Agreement, including without limitation any of LESSEE's representations or warranties; and/or (e) the technology and/or processes used by LESSEE to deliver the Programming to LESSOR. This indemnity shall include, but not be limited to, liabilities or claims with respect to property damage, personal injury, invasion of the rights of privacy or publicity, defamation of any person, the violation or infringement of any copyright, trademark, trade name, service mark, trade secret, patent, or other intellectual property rights, or of any other right of any person, and failure to comply with any applicable law, ordinance, rule or regulation. The foregoing indemnification obligation shall survive the termination or expiration of this Agreement.

**11. LIMITATION OF LIABILITY.** This Agreement shall create no rights in any party other than LESSEE. If LESSOR fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive LESSEE's programming or receive LESSEE's programming in a technically degraded form, LESSEE's sole and exclusive remedy shall be a refund or credit for the amount of any lease payments attributable to the time period during which LESSEE's programming was not delivered. **In no event shall LESSOR be liable to LESSEE for special, indirect, incidental, punitive or consequential damages.** Similarly, LESSOR shall not be liable for the safety of equipment, tapes, or other materials of LESSEE that

are in LESSOR's possession, and in the event of any damage to any such equipment, tapes or other materials, for which LESSOR is adjudicated liable, LESSOR's liability shall be limited to the replacement cost. LESSOR's liability to LESSEE for any other claim arising from this Agreement, whether such claim is in contract or in tort, shall in no event exceed the amount of consideration actually paid to LESSOR hereunder.

- (a) **DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PROVIDED BY LAW, LESSOR PROVIDES ACCESS TO ITS CHANNEL CAPACITY AND TO ANY RELATED PRODUCTS AND SUPPORT SERVICES ON A "WHERE IS" AND "AS-IS" BASIS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. RECORD MAINTENANCE.** LESSEE shall maintain a daily program log, in such format and detail as reasonably required by LESSOR, containing entries for all programming material and commercial matter that are cablecast pursuant to this Agreement. Such logs shall be retained by LESSEE for a minimum of two (2) years from the date of cablecast and shall be available for inspection and copying by LESSOR during reasonable business hours.

**13. CABLECAST MATERIAL.** LESSEE shall retain a copy of all material cablecast over the Channel for a period of at least eighteen (18) months from the date of cablecast, and LESSOR shall have the right to inspect such copy during reasonable business hours.

**14. PRE-EMPTION OF PROGRAMMING.** LESSOR shall have the right at all times to pre-empt LESSEE's programming as part of the normal operation of its System(s) or for cause, such as, but not limited to, emergency or calamity, or LESSEE's noncompliance with this Agreement. LESSOR shall under no circumstances be liable for such pre-emption.

**15. NO GENERAL OFFERINGS.** Nothing contained herein is intended to grant rights to any third parties to use any channel on the System or any other systems owned or operated by System or by an affiliate of LESSOR. This Agreement shall not be construed as an offer by LESSOR to make any channel available to the public for any purpose.

**16. TERMINATION.**

- (a) **LESSEE DEFAULT.** LESSOR shall have the right to terminate this Agreement should LESSEE default in its performance of any obligation under this Agreement (and such default, if curable, is not cured to the satisfaction of LESSOR within ten (10) days from the date of the LESSOR's notice of default to LESSEE), commit any act of bankruptcy, default on any obligation under the Leased Access Programmer Certification, use the Channel in any manner which might tend to adversely affect LESSOR's cable television franchise or the potential for renewal of same, or cease to provide the Programming on the Channel. In the event that LESSEE has more than one default in any 12 month period

(assuming the first default was cured), LESSOR may terminate this agreement at any time in its sole discretion.

- (b) ***FINANCIAL DEFAULT.*** In the event of a Financial Default or any breach of Section 3 of the Agreement, without prejudice to any of LESSOR's rights under this Agreement, LESSOR may in its sole discretion take any or all of the following actions: (a) suspend the cablecasting of any Programming without prior notice to LESSEE and such suspension may continue until the breach is cured to LESSOR's sole satisfaction; (b) terminate this Agreement without an opportunity for cure; and (c) prohibit LESSEE from leasing channel capacity on any LESSOR affiliated cable television system unless and until the Financial Default is cured.
- (c) ***EARLY TERMINATION BY LESSEE.*** LESSEE may terminate this Agreement at any time during the term provided that it is not in default of any provision of this Agreement as of the proposed termination's effective date by providing (i) at least ninety (90) days written notice of such termination to LESSOR; and (ii) paying in full all amounts listed in Section 16(d) below.
- (d) ***PAYMENT DUE UPON TERMINATION.*** Upon any termination pursuant to Section 8, 6 or 19 of this Agreement, all amounts that would have become due and payable during the remainder of the Term, including, but not limited to Lease Fees and Technical Support Fees, shall immediately become due and payable to LESSOR.
- (e) ***CUMULATIVE EFFECT.*** The provisions of this paragraph are cumulative to and not in lieu of any other right LESSOR may have pursuant to this Agreement.

## **17. DISPUTE RESOLUTION.**

- (a) ***BINDING ARBITRATION.*** Any and all claims or disputes, except as described elsewhere in this Section and over which the Federal Communications Commission does not have joint or exclusive jurisdiction, arising from this Agreement or Service that are not settled informally, will be resolved by binding arbitration pursuant to this Section and the procedures of the American Arbitration Association ("AAA"), available at <http://www.adr.org/>.
- (b) ***INDIVIDUAL CLAIMS FOR MONEY DAMAGES.*** LESSEE shall only bring claims on its own behalf, and not on behalf of any official or other person, or any class of people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court. LESSEE may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement. The arbitrator will decide whether a dispute can be arbitrated, but shall not have the power to award injunctive relief.
- (c) ***ARBITRATION COSTS AND LOCATION.*** The party that files the arbitration shall pay the initial filing fee. The arbitrator will decide which party will ultimately be responsible for



paying those fees. Arbitration shall take place in the county in which the (a) System is located.

- (d) **LESSOR'S RIGHT TO ENFORCE.** Nothing in this Section 17 affects LESSOR's right pursuant to this Agreement to suspend cablecasting of Programming or performance of any other obligation under this Agreement or its termination right under Section 16(a) or Section 16(b) pending resolution of any dispute, whether informally, through arbitration or otherwise.
- (e) **INVALIDATION.** If the prohibition against class action and other claims brought on behalf of third parties contained above in this Section 17 is found to be unenforceable, this entire Section 17 shall be null and void.

**18. NOTICES.** Any notices which are required or which shall be given hereunder shall be in writing and addressed as set forth below, or to such other address as provided by each party. Notices should be delivered by facsimile, hand delivery or overnight courier to the following addresses:

**TO LESSOR:**

Cox Communications  
6205-B Peachtree Dunwoody Road  
Atlanta, GA 30328

Attn: Leased Access Coordinator, Legal Department

**WITH AN ADDITIONAL COPY TO:**

Cox Communications Las Vegas, Inc.  
1700 Vegas Drive  
Las Vegas, NV 89106

Attn: General Manager

**To LESSEE:**

StogMedia  
5146 Beauregard Rd.  
Wesson, MS 39191

Attn: Charles Stogner

Notices that are hand delivered, faxed (with fax confirmation), or sent by overnight courier shall be deemed to be received on the first business day after they are delivered.

**19. COVENANT NOT TO ASSIGN.** LESSEE acknowledges that the license provided for in this Agreement is granted in reliance upon the unique personal qualifications of LESSEE. Accordingly, LESSEE hereby agrees that it shall not assign or transfer, nor attempt to assign or transfer, this Agreement or any of its rights or obligations hereunder in whole or in part. Any such assignment, transfer or attempted assignment or transfer shall be null and void and constitute a material breach of this Agreement. Further, if LESSEE is a corporation or other artificial person, LESSOR shall have the right to terminate this Agreement in the event of any material change in the ownership, control or management of LESSEE as determined by LESSOR, in its sole discretion.

**20. CHANGE OF PROGRAMMING.** This lease of cable channel capacity is granted to LESSEE solely for the purpose of cablecasting the Programming described in Exhibit A. Should LESSEE cablecast any other programming, LESSOR shall have the right, in its sole discretion, to: (a) adjust the consideration for the rights granted to reflect the change in programming, such adjustment to be effective as of the first cablecast of the different programming. LESSOR shall notify LESSEE of any such adjustment in consideration as well as its effective date and such notification shall be deemed to modify this Agreement; and/or (b) declares LESSEE in default and immediately terminates this Agreement.

**21. USE OF COMPANY NAME.** LESSEE shall not use and LESSEE agrees that no right or license is herein granted to LESSEE to use the service marks, trademarks, trade names, or copyrights, styles, slogans, titles, logos or service marks belonging to LESSOR, or belonging to any of LESSOR's Affiliates, in LESSEE's advertising or in any other manner or for any purpose without the prior written consent of LESSOR, which consent may be withheld or delayed in LESSOR's absolute discretion. LESSEE shall take all necessary measures to ensure that there is no confusion between the programming offered by LESSEE and the services offered by LESSOR. LESSEE shall also take all necessary measures to ensure that there is no confusion concerning the absence of any legal relationship between LESSEE and LESSOR other than that established in this Agreement.

**22. GENERAL.**

(a) **SEVERABILITY.** The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any of its provisions shall not affect the validity or the enforceability of the remaining provisions. If any portion or portions hereof shall be deemed invalid or unenforceable, either in whole or in part, unless specifically otherwise provided, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the grounds thereof in order to make it valid and enforceable.

(b) **FORCE MAJEURE.** Neither party shall be liable for failure to perform this Agreement insofar as it may be prevented from doing so by riots, strikes, unavoidable accidents, acts of God, acts of terrorism, or of the public enemy, or other causes not within its reasonable control ("Force Majeure Event"). However, should LESSEE be unable to perform under this Agreement in whole or in part due to a Force Majeure Event, all LESSORs that are a

party to this Agreement shall be relieved of any obligation to cablecast any Programming. This Agreement may be terminated without penalty by either party providing the other with written notice of termination in the event of a Force Majeure Event that persists for more than ten (10) consecutive days.

- (c) **HEADINGS.** The headings appearing throughout this Agreement shall not be deemed to define, limit, or extend the scope or intent of the paragraphs to which they pertain. This Agreement shall be governed by the laws of the state in which the principal headend of the System is located.
- (d) **NON-WAIVER.** No delay or failure by LESSOR to exercise any of its rights hereunder shall be construed as an acceptance of a breach of this Agreement by LESSEE, nor shall such delay or failure constitute a waiver of LESSOR's rights to pursue all available remedies for such breach.
- (e) **RESERVATION OF RIGHTS.** All rights not specifically granted to LESSEE under this Agreement are reserved to LESSOR for its sole and exclusive use, and are exercisable by LESSOR in its sole discretion.
- (f) **ENTIRE AGREEMENT.** This Agreement, including Exhibits which are attached and incorporated into this Agreement by this reference, contains the entire understanding of the parties, and supersedes all prior understandings, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended, nor shall any change or discharge be affected except by an appropriate writing executed by the parties.
- (g) **SURVIVAL.** Sections 5, 7, 9, 10, 11, 16(d) & (e), 11, 17 and 22 of this Agreement shall survive the termination or expiration of this Agreement.

**23. REVIEW OF CONTRACT; CONSULTATION WITH ATTORNEY.** LESSEE represents and warrants: (a) that it has reviewed this entire Agreement prior to signing it; (b) that prior to signing this Agreement, it has negotiated any and all provisions that it desires to include or exclude from any agreement proposed by LESSOR and that this Agreement is the product of those negotiations; and (c) that, prior to signing this Agreement, it has had adequate opportunity to consult with its own legal counsel in understanding the terms of the Agreement and in deciding whether to sign the Agreement.

**24. CONSTRUCTION.** LESSOR and LESSEE agree that this Agreement is the product of their joint negotiation, that neither party shall be deemed the drafter of this Agreement or any provision thereof, and that, in the event of a determination of ambiguity, no provision thereof shall be construed against either party.

This Agreement may be executed in any number of counterparts with the same effect as if the signature to any counterpart were upon the same instrument.

**EXECUTION COPY**

**Cox Communications**

**Lessee: StogMedia**

**Term: One Year**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates set forth below.

**LESSOR:**

Cox Communications Las Vegas, Inc. d/b/a Cox

By: \_\_\_\_\_  
(Signature)

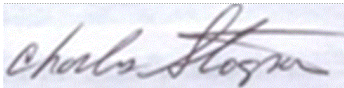
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**LESSEE:**

StogMedia



By: \_\_\_\_\_  
(Signature)

Printed Name: Charles Stogner

Title: Proprietor, StogMedia

Date June 28, 2017

**EXHIBIT A**

**DESCRIPTION OF PROGRAMMING**  
(Provided by Lessee)

Infomercial' type show entitled "The Heart Attack Grill Diet" which urges viewers to adopt our high fat meat based diet. The infomercial is comprised of testimonials from various people and a few celebrities. It is humorous in nature.

There is no violence, profanity, or sexuality.

**EXHIBIT B**

**IDENTIFICATION OF CHANNEL AND DATES AND TIMES FOR USE**

LESSOR Legal Entity Name: Cox Communications Las Vegas, Inc. d/b/a Cox

For System(s): Las Vegas

Located in State(s): Nevada

**1. CHANNEL PLACEMENT**

LESSOR will cablecast LESSEE's Programming on the TV Starter tier, Channel 48, on the following days and times. LESSEE shall have the right to request a change to the date or time of the cablecast; however, such request must be made in writing by the LESSEE to the LESSOR at least thirty (30) days' prior to the requested change. Acceptance of any change is in the discretion of the LESSOR and is subject to availability." Rates will be billed accordingly based on the Rate Card reflected in Exhibit G to this Agreement.

**Initial cablecast of Programming:**

Date: July \_\_, 2017

Time: 3:00 p.m. — 4:00 p.m.

**Subsequent cablecasts:**

Day(s): Daily (Monday — Sunday)

Time(s) 3:00 p.m. — 4:00 a.m.

Note: Channel placement and tier of cablecast are subject to change at the discretion of the LESSOR.

**EXHIBIT C**

**LEASED ACCESS RATES**

**1. Rate.**

Lessee agrees to pay for the use of Channel 48 as set out in the foregoing agreement on the following terms: \$47,209.10 annually; payable in \$11,802.28 quarterly payments. See Exhibit F - Rate Card.

**2. Payment Terms.**

Date of first payment: One month prior to first air date.

Frequency of payment: Quarterly due one month prior to first air date of each calendar quarter.

**3. Acceptable Format and Submission:**

DVD R/DVD-RW

Long form content can also be sent electronically through SpotXpress

Both SD and HD Short Form content is accepted in :15, :30, :60 and :120 second spot lengths. Long Form commercial content (all content longer than: 120 seconds) is also accepted, however this must be delivered in SD only.

30-minute and 60-minute Long Form content must meet the following length requirements: 30-minute = 28:30; 60-minute = 58:30. If the media content is over this length, it will be trimmed to meet the standard length unless this impacts actual content or programming, at which point approval will be requested or new content will be required.

HD Short Form commercial content uploaded to SpotXPress will be down converted to the quality required for a professional SD commercial. If the client has only SD content, curtains will be added to SD content to ensure the commercial maintains a professional appearance on any HD network. The quality will remain SD.

Cox Media currently accepts video resolution of 720x480, 1280x720, or 1920x1080. Other resolutions will be rejected. The audio bit depth needs to be 16 bits. The maximum file size is 2GB.

MOV (QuickTime) file container using the H.264 codec is preferred. A comprehensive list of accepted file formats can be found by going to <http://spotxpress.coxmedia.com> and clicking "SpotXPress for Producers"

480i & 1080i spots should be interlaced top/upper field first, encoded at a frame rate of 29.97 and should be exactly 900 frames (no more/no less) for: 30 second spots.

720p spots should be progressive, encoded at a frame rate of 59.94 and should be exactly 1800 frames (no more/no less) for: 30 second spots.

Send only the spot. 'No Color Bars, No Slate, No Black' is not a requirement but is preferred. We ask that if a spot is 'cut to length' that it is +/- 5 frames from its intended length. That may require some black frames.

Media is due to Cox Media by close of business on Wednesday prior to air to be delivered and uploaded through the website SpotXPress. For more info:  
<http://www.coxmedia.com/products-and-services/spotxpress.aspx>

In a situation where the content is not successfully encoded and the Lessee does not provide a modified version of the content, the Lessor will run the previous show that was successfully encoded. Notification/Communication to Lessee will be provided in these circumstances.

#### **4. Security Deposit:**

LESSOR reserves the right to establish, and LESSEE agrees to pay upon notice from LESSOR, a security deposit of twenty five percent (25%), currently \$11,802.28, of the amount set forth in the rate card contained in Exhibit F for the initial term of this Agreement. The Security Deposit is due within one month after notice from LESSOR, and will be refunded within ninety days after the termination of this Agreement, less any amounts owing and unpaid by the LESSEE at that time.



**EXHIBIT D**

**MUSIC USED IN LEASED ACCESS PROGRAMMING**

LESSEE must submit the following information with its Programming:

<b>TITLE</b>	<b>COMPOSER</b>	<b>PERFORMING ARTIST</b>	<b>PUBLISHER</b>	<b>DURATION</b>

## **EXHIBIT E**

### **POLICY ON OBSCENE AND INDECENT PROGRAMMING ON LEASED ACCESS CHANNELS**

Content on leased commercial access channels is programmed by third-parties unaffiliated with Cox Communications, Inc. Cox is required to carry this programming by federal law (Cable Television Consumer Protection Act of 1992 (“1992 Cable Act”); 47 U.S.C. § 532(h) (1997) and 47 C.F.R. § 76.701 of the Federal Communications Commission’s Leased Access Rules). Generally federal law prevents Cox from having editorial control or input over content that these third parties put on the leased access channel.

#### **Obscene Content Prohibited**

Cox prohibits the exhibition on its leased access channels of any programming or parts of programming that includes content that Cox reasonably believes is obscene pursuant to applicable legal standards.<sup>1</sup>

#### **Indecent Programming Restricted**

Cox may restrict or reject, in its sole discretion, programming that includes content that Cox reasonably believes contains indecent material pursuant to applicable legal standards.<sup>2</sup> Restrictions may include but are not limited to, requiring that the programming be scrambled, limiting the hours of carriage (e.g., between 10 p.m. and 6 a.m.), and locating the channel in a neighborhood where other indecent programming is carried.

**Cox’s Right to Review.** Cox is under no obligation to review any content, even if requested by a leased access programmer. However, Cox reserves the right to review all or any portion of any program to be cablecast in advance of the date of carriage.

Cox will not allow editing and resubmission of programming that Cox has determined to be obscene and/or indecent.

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<sup>1</sup> Obscene programming includes, but is not limited to, content which: (i) the average person, applying contemporary community standards, would find, taken as a whole, appeals to the prurient interest, (iii) depicts or describes, in a patently offensive way, sexual conduct specifically defined by applicable state law; and (iii) taken as a whole, lacks serious literary, artistic, political or scientific value.

<sup>2</sup> Indecent programming includes, but is not limited to content that is lewd, lascivious or filthy (including use of mature language or depictions of graphic violence).

## EXHIBIT F

### LEASED ACCESS RATE CARD(S)



**Leased Access Rate Card**  
**Rates calculated as of**  
**01/31/17**  
**Cox Cable System NV - Las Vegas**

#### **A. Full Time Carriage (All rates are per month)**

Leased Access Rate for Limited Basic Service	\$202,485.41
Leased Access Rate for Expanded Basic Service	\$169,499.50
Leased Access Rate for "A la Carte" Service	\$743,824.07

#### **B. Part Time Carriage (All rates are per hour)**

Time Period	Cox TV Starter	Expanded Basic	A La Carte Channel
6:00 AM - 9:00 AM	\$343.95	\$287.92	\$1,263.48
9:00 AM - 4:00 PM	\$129.34	\$108.27	\$475.12
4:00 PM - 8:00 PM	\$297.90	\$249.37	\$1,094.34
8:00 PM - 11:00 PM	\$623.54	\$521.97	\$2,290.57
11:00 PM - 1:00 AM	\$519.25	\$434.66	\$1,907.45
1:00 AM - 6:00 AM	\$123.82	\$103.65	\$454.85

#### **C. Notes**

1. Prepayment, security deposit, insurance, and/or bond are required.
2. If technical support is necessary there will be additional charges. The rate is \$125 per man hour.
3. If studio support is necessary there will be additional charges. The rate is \$100 per hour.
4. If billing and collection services are provided to "a la carte" leased access programmers, there will be additional charges.
5. Rates are subject to change upon thirty (30) days written notice or applicable law.

**EXHIBIT G**  
**SURETY BOND**

[LESSEE] (the “**Principal**”) and \_\_\_\_\_ (the “**Surety**”) jointly and severally bind themselves, their successors, assigns and legal representatives, by making this Surety Bond for the benefit of Cox Communications Las Vegas, Inc. d/b/a Cox (the “**LESSOR**”), its successors and assigns.

**Recitals**

Principal and LESSOR have entered into a certain written leased access programming agreement, dated [insert date of contract], or other arrangement, under which Principal desires to leased channel capacity for the distribution of its video programming on LESSOR’s cable television system, as more particularly described or embodied in such agreement or arrangement (which agreement or arrangement is incorporated herein by reference in its entirety and hereinafter referred to as the “**Leased Access Programming Agreement**”).

Principal, LESSOR and Surety desire to secure Principal’s payment and indemnity obligations under the Leased Access Programming Agreement through this Surety Bond.

**Terms and Conditions**

1) Amount of Surety Bond. Surety is obligated in the amount of \$\_\_\_\_\_, lawful money of the United States of America, to satisfy its obligations under this Surety Bond.

2) Performance. If Principal fails to timely and fully make any payment due LESSOR pursuant to the terms and conditions of the Leased Access Programming Agreement, then Surety will, within thirty (30) days of receipt of notification of default from LESSOR, pay the amount of such defaulted payment to LESSOR. LESSOR may prove such default by means of invoices, invoices, orders and other written evidence, and such evidence will be conclusive of the liability of Principal and Surety to LESSOR. Surety’s total liability for all amounts due under this Section 2 will not exceed the amount set forth in Section 1 of this Surety Bond.

3) Indemnity. In addition to performing as required in Section 2, Surety will indemnify and hold harmless LESSOR from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorneys’ fees, litigation costs and expert witness fees, which LESSOR may incur (i) by reason of the failure or default on the part of (a) Principal in the performance of its obligations under the Leased Access Programming Agreement, including any and all amendments and modifications thereto, or (b) Principal or Surety in the performance of each of their obligations under this Surety Bond, or (ii) in making good any such failure of performance of, or in enforcing the obligations of, Principal or Surety.

4) Term and Termination. The initial term of this Surety Bond will begin as of the date hereof and will continue in force for one year, and will thereafter automatically renew for additional one year renewal terms, unless Principal or Surety terminates this Surety Bond by written notice given to the other and LESSOR at least forty five (45) days prior to the end of the initial term or the relevant renewal term, as the case may be.

5) Prompt Performance. Subject to Section 2, Surety will commence performance of its obligations under this Surety Bond promptly after written notice from LESSOR to Surety.

6) Modifications. Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Leased Access Programming Agreement, and agrees that the obligations undertaken by this Surety Bond will not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments. Surety hereby agrees that this Surety Bond will be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Leased Access Programming Agreement agreed to by LESSOR and Principal, so as to bind Principal and Surety to the full and faithful performance of the Leased Access Programming Agreement as so amended or modified.

7) Miscellaneous. Nevada law governs this Surety Bond. The venue for any action or proceeding initiated in connection with this Surety Bond or any obligation arising under this Surety Bond will be in Las Vegas, Nevada. If any provision of this Surety Bond is determined to be illegal or unenforceable by a court of competent jurisdiction, then all other provisions will remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[LESSOR]  
“Principal”

[SURETY]  
“Surety”

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

Attest:

Secretary  
[Corporate Seal]

Secretary  
[Corporate Seal]

\_\_\_\_\_  
(Address of Surety’s Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**[Attach Surety’s Power of Attorney]**