

Art Showcase Auction

326 N. Western Ave., Ste. 169, Los Angeles, CA 90004
tel 323.663.4910 fax 323.663.4909 toll 877.MyBid2U

July 18, 2007

Commission's Secretary, Office of the Secretary
Federal Communication Commission
Attention: CGB Room 3-B431
445 12th St. SW
Washington, DC 20554

REF: CG Docket No. 06-181
CGB-CC-0689

RE: Art Showcase Auction – “*ex parte*” letter

To Whom It May Concern:

I am filing to ask for an exemption to the ruling regarding closed captioning on Case Identifier#CGB-CC-0689. Art Showcase is a small business and will incur costs of over \$300/hour to encode closed captioning into the Live broadcast signal. That's \$185,760 plus per year (12 hours per week at \$300+/hour) just for the closed captioning. This will make it impossible for this business to operate and be cause for its failure.

Please review the attached documents to support my claim. Attached is a service agreement from Ascent Media group that shows it would cost \$300/hour to put the signal on a satellite, plus an additional \$90/hour to encode the closed captioning. See sections 2.1.1 through 2.1.3 Also attached is an invoice receipt of payment via Paypal that shows the \$720 charge for 4 hours of closed captioning services, \$180 per hour for stenographer. This brings the total per hour to over \$780/hour, that's \$482,976 per year to incorporate closed captioning into this small business.

Please keep in mind that we are Paid Programming. We are a Live Art Auction that people participate in from home and have to call in the place a bid on items being showcased. We do not pre-record our shows to tapes then, incur a one time fee to have closed captioning laid over, we shoot every week, for 12 hours, and broadcast it live. This requires us to incur the closed captioning costs week after week. As outlined above and supported by the attached documentation, these costs reach astronomical levels, especially in terms of a small business such as the Art Showcase Auction.

Furthermore, please don't forget that we do have graphics on the screen with all pertinent information about the merchandise, and a graphics operator changing the bids as they are called out by the auctioneer, and we are working on getting it so that our website allows online bidding through an instant message terminal. This will allow the hearing impaired to participate because the graphics we put up on the screen supply a sufficient amount of information. A hearing

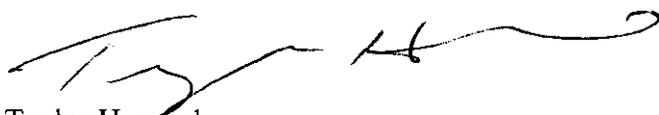
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impaired participant could also ask any questions he or she might have through the instant message terminal.

In closing I would like to express that I as a small business owner, am interested in reaching those who are hearing impaired with the Art Showcase Auction. I also think that the implementation of the online bidding terminal via instant message will ultimately allow that possibility. I know that it is not the intent of the FCC to cause undue stress or harm to small business owners in the field of Direct Response Advertising. I hope that those who review this request for an exception to the rule will see things the same way.

Thank you for considering our program for exemption, I greatly anticipate your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Howard", with a long, sweeping flourish extending to the right.

Taylor Howard
Art Showcase
CEO

PH: (323)-663-4910 ext. 202

FX: (323)-663-4909

Cel: (323)-702-2131

Email: taylor@showcaseauction.tv

ASCENT MEDIA NETWORK SERVICES

SERVICES AGREEMENT

This Services Agreement (the "Agreement"), dated as of January 1, 2006 (the "Effective Date"), is entered into by and between Ascent Media Network Services, LLC, a California limited liability company ("Ascent"), and Siam Productions, Inc. d/b/a Jimmy's Showcase Auction, a California corporation ("Customer").

WHEREAS, Customer desires to obtain certain services from Ascent as described herein (the "Services"), subject to the terms and conditions of this Agreement and all exhibits hereto; and

WHEREAS, Ascent desires to provide such Services to Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the value and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Services

1.1 General Terms and Conditions. All Services provided under the Agreement are subject to the General Terms and Conditions attached hereto as Exhibit A (the "General Terms and Conditions"), which are incorporated by reference herein.

1.2 Services. All Services provided under the Agreement shall be listed in Exhibit B, which are incorporated by reference herein. The date on which the Services first become available to Customer shall be January 23, 2006 (the "Service Date"). In connection with the provision of the Services by Ascent, Customer shall perform the obligations, if any, set forth on Exhibit C, which are incorporated by reference herein.

1.3 Additional Services. In the event that Customer desires to obtain additional services (the "Additional Services") from Ascent and Ascent agrees to provide such Additional Services, the parties shall amend the Agreement to incorporate the Additional Services as agreed to by the parties in writing.

2. Rates and Charges

2.1 Charges. Customer shall pay Ascent the following amounts, in accordance with the General Terms and Conditions:

2.1.1 Monthly Fee. (i) Beginning on the Service Date and through March 13, 2006, an amount equal to \$9,100 per month, which is 7 hours of service per week at the rate of \$300 per hour, (ii) beginning on March 14, 2006 and through April 16, 2006, an amount equal to \$9,425 per month, which is 7.25 hours of service per week at the rate of \$300 per hour, (iii) beginning on April 17, 2006 and through May 21, 2006, \$16,250 per month, which is 12.50 hours of service per week at the rate of \$300 per hour, and (iv) beginning on May 22, 2006 and through the end of the Term, \$14,950 per month, which is 11.5 hours of service per

week at the rate of \$300 per hour (each, the "Monthly Fee").

For the avoidance of doubt, each rate set forth above is based on a 52 week year.

2.1.2 Switch Fee. \$25.00 per switch (the "Switch Fee").

2.1.3 Closed Caption Insertion. \$90.00 per hour (the "Closed Caption Fee").

2.1.4 Nonrecurring Charges. Nonrecurring Charges (as defined in the General Terms and Conditions) shall be paid in accordance with the General Terms and Conditions.

2.2 Payment Location. Customer shall remit payments by either mail or wire transfer to:

Ascent Media Group
Department 2146
Los Angeles, CA 90084-2146

Or

Bank: Wells Fargo Bank, N.A.
Address: San Francisco, CA, USA
ABA No.: 121000248
Acct No.: 4122834229
Account Name: Ascent Media Group, Inc.
Contact: Rebecca Clute, Vice President
Wells Fargo Bank, N.A.
6001 Topanga Canyon Blvd. #205
Woodland Hills, CA 91367
(818)716-3248

3. Duration of Agreement

3.1 Term. The Term of this Agreement shall commence on the Effective Date and continue until July 31, 2007, unless sooner terminated as provided herein

(the "Term"). Notwithstanding the above, provided that Customer is current on all amounts due to Ascent, Customer shall have the right to terminate this Agreement without liability to Ascent with thirty (30) days prior written notice.

4. Customer Service Contacts.

4.1 In addition to any notice required by Section 5 of the Agreement, Customer shall contact the customer service representative or center (the "Customer Service Contact") listed below for any Service Interruptions (as defined in Section 8 of the General Terms and Conditions):

Ascent Media Network Services
Facility: Burbank
Telephone: 818-840-7159
Attn: TOC Supervisor

The Customer Service Contact shall be available 24 hours a day, seven days a week.

5. Notice

5.1 To Ascent. Any notice required to be given to Ascent under the Agreement shall be directed to:

Ascent Media Network Services
2901 W. Alameda Ave.
Attn: Jodyne Wood
Tel. No.: 818-840-7174
Fax No.: 818-567-1131

With a copy to:

Ascent Media Group, LLC
520 Broadway, Fifth Floor
Santa Monica, CA 90401
Attn: Legal Department
Tel. No.: 310-434-7000
Fax No.: 310-434-7005

5.2 To Customer. Any notice required to be given to Customer under the Agreement shall be directed to:

Siam Productions, Inc.
326 N. Western Ave., #169
Los Angeles, CA 90004
Attn: Taylor J. Howard
Tel. No.: 323-836-0010
Fax No.: 323-962-7399

5.3 Notice Requirements. Any notice given under the Agreement, unless specifically stated otherwise, shall be in writing and shall either be (i)

delivered in person, (ii) sent by facsimile or standard overnight courier or (iii) mailed, registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the party intended as the recipient at the address listed above. All such notices, documents, statements or other writings shall be deemed to have been received (a) upon the date of delivery, if hand delivered, sent by facsimile or overnight delivery; or (b) on the third business day after deposit in a regularly maintained receptacle for the deposit of United States mail if mailed, registered or certified mail, return receipt requested, postage prepaid and addressed as specified in this Section 5.3. Wherever a time period is specified herein with respect to the giving of notice, such time period shall be deemed to commence on the next business day after receipt of such notice. Any party may change its address by written notice in accordance with this paragraph.

[Intentionally left blank]

IN WITNESS WHEREOF, the Agreement has been executed as of the date first above written.

ASCENT MEDIA NETWORK SERVICES, LLC

By: _____
Name: _____
Title: _____

SIAM PRODUCTIONS, INC.

By: _____
Name: _____
Title: _____

List of Exhibits

- Exhibit A - General Terms and Conditions
- Exhibit B - Description of Services
- Exhibit C - Customer Obligation

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to, and incorporated into, the Agreement, dated the Effective Date, by and between Ascent and Customer. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. Services.

1.1 Provision of Services. Ascent shall provide the Services listed in Exhibit B in accordance with the terms and conditions set forth herein, the Agreement and any other applicable exhibit.

1.2 Equipment. To the extent that Ascent provides equipment in connection with its performance of the Services, Ascent shall retain title to all such equipment. Customer is liable for the replacement cost of any Ascent equipment used by Customer in connection with this Agreement to the extent that such equipment is lost or damaged as a result of Customer's negligence or willful acts or omissions. Additionally, Customer shall be liable for any loss or damage caused to Ascent, its equipment or facilities by any Customer-provided equipment.

1.3 Maintenance. To the extent that Ascent provides equipment in connection with its performance of the Services, Ascent shall maintain, or cause to be maintained, the equipment necessary to provide the Services at a level of performance that is consistent with the relevant equipment manufacturer's specifications. Customer acknowledges that the Services may be interrupted for maintenance periods for all support equipment operating on a full-time basis. Whenever possible, Ascent shall schedule such maintenance at a mutually agreeable time.

2. Payments.

2.1 Monthly Fee; Switch Fee; Closed Caption Fee. Subject to proration, as provided in Section 2.4 below, Customer shall pay for the first month of Services (based on the Monthly Fee set forth in the Agreement) on the Service Date. Ascent shall render invoices for Monthly Fee, as set forth in the Agreement, for each month of the Term thereafter, payable in advance on the first day of each month. Ascent shall invoice Customer each month for the Switch Services and the Closed Caption Services (as each term is defined in Exhibit B) utilized by Customer in the preceding month.

2.2 Additional Services. Customer shall pay for any Additional Services agreed to by the parties on such terms as may be agreed to in writing by the parties.

2.3 Nonrecurring Charges. Ascent shall invoice Customer, and Customer shall pay Ascent for the following fees and expenses incurred in connection with the Services: (a) all consumable items provided by Ascent and used on Customer's behalf, including, without limitation, video tape stock and any other consumables that may be reasonably required, on an "as used" basis, at similar rates as Ascent charges its other customers; (b) construction fees; (c) out-of-pocket expenses; and (d) occasional, non-contract services (the "Nonrecurring Charges").

2.4 Payment Terms. Payment of all invoiced amounts are due (a) the first business day of the month to which the payment applies for Monthly Fees, or (b) unless otherwise agreed in writing, the date specified on the invoice (or, if no date is specified, thirty (30) days after receipt of the invoice) for Switch Fees, Closed Caption Fees, Additional Services and the Nonrecurring Charges. If the availability of the Services under this Agreement should commence or terminate on a day other than the first or last day of the month, Customer will pay Ascent the prorated amount for such month. Unless otherwise specified, payment shall be made to Ascent in U.S. funds or by check drawn on a U.S. bank or wire transfer in accordance with Section 2.2 of the Agreement. The parties agree that time is of the essence for payment in full of all invoices.

2.5 Disputed Invoices. In the event that Customer disputes any invoiced amount, Customer shall, pursuant to Section 5 of the Agreement, notify Ascent in writing no more than five (5) business days after receipt of the invoice in question. Such notice shall set forth in detail the nature of Customer's dispute regarding the invoice. Reporting a billing dispute does not relieve or mitigate in any way Customer's obligation to pay the full amount of the invoice, including any disputed amounts, in accordance with this Section 2. Failure to report a billing dispute within the five (5) business day period set forth herein shall be deemed conclusive evidence of

Customer's acceptance of the accuracy of the invoice. Notwithstanding the foregoing, Customer may not dispute the Monthly Fee.

2.6 Remedies for Non-Payment. Notwithstanding any other provision of the Agreement, Ascent shall have the right, but not the obligation, to deliver written notice of a payment default and Customer shall have five (5) days from the date of receipt of such payment default notice to cure such default. If Customer fails to cure such default within such five (5) day period, Ascent, in its sole and absolute discretion, may, upon notice to Customer, cease any Services and/or terminate the Agreement without incurring any liability on Ascent's part. Ascent's rights under this Section 2.6 shall be in addition to all other rights and remedies at law and in equity.

2.7 Interest and Attorney Fees. Any invoiced amounts not paid by the Due Date shall begin immediately to accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by law and shall continue to accrue for each month, or portion thereof, that such amounts remain outstanding until paid in full. Customer shall reimburse Ascent for reasonable attorney's fees and other costs associated with the collection of delinquent or dishonored payments.

2.8 Taxes, Regulatory Fees and Surcharges. All amounts payable under the Agreement are exclusive of any taxes or other government charges, including but not limited to, Universal Service Fund charges incurred by Ascent that may be applicable to the Services, equipment and facilities being provided by Ascent pursuant to the Agreement. Customer shall pay any applicable: (a) federal, state and local taxes (other than taxes on Ascent's income), including but not limited to sales, use, excise and utilities taxes; and (b) state or federal regulatory fees or surcharges, relating to the Services. If Customer is exempt from such taxes, it shall provide Ascent with a tax-exempt certificate.

2.9 Governmental and Third Party Rate Increases. Notwithstanding any other provision of the Agreement, the amounts payable under this Section 2 are subject to any increase after the date of the Agreement in any tariff or other charges imposed by any governmental authority or third party service provider, including but not limited to any imposition by any governmental authority or third party service provider which has the effect of increasing the cost to Ascent of providing the Services, with any such increase being passed on to Customer at a rate not to exceed the amount of such increase.

3. Obligations of Customer. In addition to Customer's obligations set forth on Exhibit C, if any, Customer agrees to comply with the following obligations:

3.1 Compliance with Laws. Customer is in compliance, and will continue to comply, with all applicable governmental laws, rules, regulations, ordinances, orders, treaties, international agreements and administrative requirements (collectively, "Laws") relating to this Agreement.

3.2 Licenses and Authorizations. Customer is required to make all arrangements with, and obtain any and all approvals, consents, authorizations, permits, licenses, certificates and permission from, any third party, including, without limitation, carriers, stations, networks, sponsors, content owners, license holders, music licensing organizations, performers or representatives, necessary for the performance of its obligations hereunder.

3.3 Damage to Equipment and Facilities. Customer shall be responsible for any damages to any equipment or facilities use in connection with the Services caused by any negligent, reckless or willful act or omission of Customer.

3.4 Limitation on Use. Customer may use the Services or Ascent's facilities or equipment for any lawful purpose contemplated by this Agreement; provided that such use will not interfere with any other service utilizing Ascent's or its third party service providers' facilities or equipment and not impair the privacy of any communications being transmitted on Ascent's or its third party service provider's facilities or equipment.

3.5 Customer-Provided Facilities and Equipment. If Ascent provides interconnection services, interconnection between Customer-provided communications channels and the facilities provided by Ascent shall be made by Customer at the appropriate connecting locations, at Customer's sole cost and expense, in a manner that protects Ascent's facilities, equipment and personnel. Ascent may make such inspections as necessary to determine that the requirements of any service agreement are being complied with in the installation, operation and maintenance of Customer-provided equipment connected to Ascent's facilities or equipment. If any Customer-provided equipment is causing or is likely to cause harm to Ascent's facilities, equipment or personnel, then Ascent may suspend or terminate the Services without incurring liability to Customer, and Customer shall take necessary steps to prevent such harm.

3.6 Installation at Customer-Provided Facilities. If Ascent provides equipment on Customer's premises, Customer acknowledges that Ascent and its agents may be required to install certain equipment and facilities at Customer-provided facilities. Customer shall be responsible for arranging and providing space (and access thereto) and the electric power necessary for such purpose at no charge or cost to Ascent and to permit Ascent and its agents to repair, maintain, inspect, replace or remove any such equipment. Access to such space shall be available during normal business hours upon reasonable notice by Ascent or its agents to Customer. Access to such space and power must be provided on a timely basis. Customer will make available a representative to accompany any Ascent employee or its agent while on Customer-provided facilities. Any equipment installed by Ascent shall remain the exclusive property of Ascent and its agents, and Customer shall take reasonable care of such equipment while on Customer-provided facilities to protect such equipment from fire, theft, vandalism or other loss. Customer shall be responsible for any loss or damage to Ascent's equipment caused by the negligence of its employees and/or its agents. Customer shall not permit or create any liens or encumbrances on Ascent's or its agents' equipment.

4. Representations and Warranties.

4.1 Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) it has the requisite corporate or other right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution, delivery and performance of this Agreement are not prohibited by, do not violate or conflict with any provision of, and do not constitute a default under or breach of: (i) any contract, agreement or other instrument to which it is a party; or (ii) to the best of the party's knowledge, any order, writ, injunction, decree or judgment of any court or governmental agency of competent authority; and (c) it has taken all requisite corporate or other action, as applicable, to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself.

4.2 Customer's Representations and Warranties. Customer represents and warrants to Ascent that: (a) The all content produced or post-produced by Ascent, or on Ascent's facilities or equipment, or transmitted by Ascent hereunder ("Customer Programming") shall not violate or infringe any Law, civil right, property right, right of privacy, right of publicity, copyright, trademark right, or other right of any third party or constitute defamation, obscenity or indecency; and (b) Customer

has all rights in and to all Customer Programming hereunder necessary for Ascent to distribute such Customer Programming hereunder free and clear from any claims by any third party.

4.3 ASCENT DISCLAIMER. UNLESS SPECIFIED HEREIN, ASCENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASCENT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS OR RECEPTION BY THIRD PARTIES.

5. Termination.

5.1 Any party hereto may terminate this Agreement by notice in writing to the other party, the termination of which may take effect either immediately or at such time as may be specified in such notice on or after the occurrence of any of the following events:

5.1.1 (a) the other party becomes insolvent; (b) the other party files a petition in bankruptcy or if such petition is filed against such party and not dismissed within thirty (30) days; (c) the other party admits in writing its insolvency or inability to pay amounts due hereunder or its debts as such become due; (d) the other party is unable or does not pay amounts due hereunder or its debts as such become due; (e) the other party makes or proposes an assignment for the benefit of creditors; (f) the other party convenes or proposes to convene a meeting of its creditors or any class thereof, for the purposes of effecting a moratorium upon or extension of its debts; (g) the other party proposes any such moratorium upon or extension of its debts; or (h) if any receiver, trustee, liquidator or custodian is appointed to take possession of any substantial portion of the other party's assets; or

5.1.2 The other party assigns this Agreement in violation of Section 12.2; or

5.1.3 The other party has committed a material breach of this Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the non-breaching party to cure such breach.

5.2 By Ascent. Ascent, in its sole discretion, may discontinue any or all Services to Customer under this

Agreement and/or may terminate this Agreement without notice in the event that:

5.2.1 In accordance with Section 2.6, Customer fails to pay in full any amount invoiced by Ascent when due; or

5.2.2 Any Customer-provided facility or equipment is causing or is likely to cause harm to Ascent's facilities, equipment or personnel; or

5.2.3 Ascent reasonably believes that Customer is using the Services for any unlawful, unauthorized or fraudulent purpose or in violation of any applicable Law; or

5.2.4 Any court of competent jurisdiction, or any government entity or agency or regulatory body with jurisdiction over all or any part of the Services issues any order requiring termination of Services or rendering it impossible or commercially impracticable for Ascent to provide the Services; or

5.2.5 If there is a material change in any Law concerning the sale or resale of telecommunications services or products provided by Ascent, or in any carrier's agreements, tariffs, service options, rates or products, which makes Ascent's performance impossible or commercially impracticable.

5.3 Termination Charges: If Customer terminates this Agreement other than pursuant to Section 3.1 of the Agreement or this Section 5, or if Ascent terminates this Agreement pursuant to this Section 5, the full amount of all payments under the Agreement through the remainder of the Term then in effect shall become immediately due and payable, together with interest from the date of the termination, which payment shall constitute reasonable and appropriate liquidated damages. Additionally, Customer shall pay Ascent all amounts owing but unpaid as of the date of termination.

5.4 Service Denial. If Customer fails to pay any sum due for the Services, or violates any provision of this Agreement, Ascent may notify Customer in writing and either temporarily deny the Services to Customer or terminate the Services in accordance with this Section 5, without incurring liability to Customer.

6. Limitation of Liability.

6.1 Force Majeure. Neither party shall be liable to the other for any delay, failure in performance, inability to furnish the Services, defects, loss or damages, due to force majeure conditions such as fire, explosion, power outages, earthquake, volcanic action, flood, hurricane, the elements or other natural disasters, catastrophes or

acts of God, strikes or labor disputes, civil or military unrest, acts of government, wars, riots, terrorism, failure of a transponder or satellite, fiber optics or any other transmission equipment beyond the control of Ascent, the negligent or intentional acts or omissions of third parties, or any other causes beyond the party's control (financial inability excepted) (each, a "Force Majeure Event"). In the event of a Force Majeure Event, the time period for performance under this Agreement shall be correspondingly extended.

6.2 Commencement of Service. Ascent shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays: (a) resulting from normal construction procedures, including, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, delays in actual construction work and delays caused by obtaining services for the Services from third parties; (b) in the availability of Customer or third party facilities; (c) caused by the availability of third party services; (d) in equipment delivery by third party providers; or (e) in fulfillment by Customer of its obligations hereunder.

6.3 NO CONSEQUENTIAL OR SPECIAL DAMAGES. IN NO EVENT SHALL ASCENT BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF AIR TIME OR PROFITS OR PRODUCTION COSTS, SAVINGS, LOST REVENUES OR INCREASED COSTS OF ANY KIND OR CLAIMS OF THIRD PARTIES FOR SERVICE INTERRUPTION, REGARDLESS OF WHETHER SUCH CLAIMS ARE ASSERTED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ASCENT HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

6.4 ASCENT'S LIABILITY TO CUSTOMER FOR ALL DAMAGES ARISING OUT OF, RESULTING FROM, OR RELATED TO ASCENT'S PROVISION OF THE SERVICES, INCLUDING WITHOUT LIMITATION, LIABILITIES ARISING OUT OF ASCENT'S NEGLIGENCE, MISTAKES AND OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR OTHER DEFECTS IN THE SERVICES OR FAILURE TO FURNISH THE SERVICES, SHALL BE LIMITED TO ASCENT'S CHARGE ALLOCABLE TO SUCH FAULTY OR DEFECTIVE SERVICE. IN NO EVENT SHALL ASCENT BE LIABLE FOR ANY CLAIM OR DAMAGES CAUSED BY OR ARISING OUT OF ANY ACT OR

OMISSION BY CUSTOMER OR ANY THIRD PARTY.

6.5 NOTWITHSTANDING SECTION 6.4, ASCENT'S MAXIMUM LIABILITY FOR DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO ASCENT FOR SERVICES DURING THE MONTH(S) IN WHICH THE DISRUPTION IN SERVICES OCCURRED.

7. Indemnification.

7.1 Indemnification by Ascent. Subject to Section 6, Ascent shall defend, indemnify and hold harmless Customer, its affiliates and their respective officers, directors, employees, subcontractors and agents from and against any and all claims, demands, suits, causes of action, judgments, losses, damages or expenses of any nature whatsoever (including reasonable attorneys' fees) (collectively, "Claims") of any sort for which they may be liable to any third party arising from the interference by the operations of Ascent hereunder with any third-party satellite user to the extent that Ascent provides uplink services.

7.2 Indemnification by Customer. Customer shall defend, indemnify and hold harmless Ascent, its affiliates and their respective officers, directors, employees, subcontractors and agents from and against any and all Claims of any sort that Ascent may suffer or incur which arise, result from or relate to: (a) Customer's breach of this Agreement or any representation, warranty, covenant or undertaking hereunder; (b) patent, copyright, or trademark infringement arising from the combination or use of the Services, equipment or facilities with the services, equipment or facilities of any third party; (c) any other Claims resulting from any act or omission of Customer or Customer's employees or agents or subscribers of Customer relating to the Services to be performed hereunder; and (d) any Claim by a third party relating to the failure or interruption of, or defects in, the transmission or reception of Customer Programming under this Agreement.

7.3 Indemnification Procedure. The indemnified party shall notify the indemnifying party as promptly as possible of any Claim or threatened Claim for which the indemnified party seeks indemnification; provided, however, that the failure by the indemnified party to promptly notify the indemnifying party of any such Claim or threatened Claim shall not affect the indemnifying party's indemnification obligations unless the indemnifying party can demonstrate actual

prejudice caused by the delay in providing notice. The indemnifying party shall afford the indemnified party the opportunity to participate in, and, at the indemnifying party's option, to control, compromise, settle, defend, or otherwise resolve the Claim (and neither party shall effect any such compromise or settlement without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed), and the indemnified party shall cooperate with indemnifying party in the defense of such Claim. Any legal advisors selected by the indemnifying party in connection with any such Claim shall be reasonably satisfactory to the indemnified party.

8. Interruptions and Refunds.

8.1 A Service Interruption (as defined below) shall be deemed to have occurred upon the earlier of when: (a) Ascent discovers the Service Interruption or (b) Customer notifies Ascent of the Service Interruption in accordance with Section 4 of the Agreement. A "Service Interruption" occurs when any channel or circuit within the Services is unusable.

8.2 A credit allowance shall be calculated on the basis of the rate applied to the portion of the Services that is interrupted. The amount of the allowance is proportionate to the total number of minutes in the Services (including the portion of the Services that was interrupted).

8.3 A Service Interruption shall be deemed to have ended as soon as the affected portion of the Services is restored.

8.4 Any credit amount due Customer shall be issued within sixty (60) days of the Service Interruption and will be credited to the next applicable Monthly Fee invoice. The foregoing credit shall be Ascent's sole liability and Customer's sole remedy for such Service Interruption.

8.5 The credits identified above shall not apply in the event that a Service Interruption exists due to any of the following:

8.5.1 Service Interruption caused by negligence, error or omission of Customer, or of Customer's officers, directors, employees, agents, subscribers, or subscribers of other third parties;

8.5.2 Service Interruption due to atmospheric conditions, or the failure of equipment, facilities or power of Customer or by other carriers;

8.5.3 Service Interruption during any pre-scheduled maintenance or installation period; or

8.5.4 Service Interruption during any period when Ascent proposes maintenance, Customer elects not to have Ascent perform such maintenance, and Customer continues to use the Services on an impaired basis.

9. Dispute Resolution.

9.1. Internal Dispute Resolution. The parties shall endeavor to resolve disputes among themselves in accordance with the terms of this provision. In the event that a dispute arises under this Agreement, either party may initiate this resolution process by providing written notice of its complaint to the other party. Upon receipt of such written notice, the parties shall have fifteen (15) days to resolve the dispute through their authorized representatives. If they are unable to resolve the dispute during that period, either party may initiate legal action upon the next business day.

9.2 Jurisdiction and Venue. Any legal action arising out of or concerning a dispute, controversy or claim pursuant to, in connection with or in relation to this Agreement, including any question regarding its existence, validity or termination, shall be submitted to and be subject to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles or, if federal jurisdiction applies, in United States District Court for the Central District of California. Each party expressly submits to the personal jurisdiction of the foregoing courts.

10. Non-Solicitation. During the Term and for a period of one (1) year thereafter, without Ascent's express prior written approval, Customer shall not, directly or indirectly: (a) employ, attempt to employ, solicit for employment by others, or induce or attempt to influence a termination of employment by, any employee of Ascent; (b) induce or attempt to induce a consultant or other independent contractor to sever that person's relationship with Ascent; or assist any other person, firm or entity in the solicitation of any such consultant or employee; or (c) induce or attempt to induce any client, customer or vendor of Ascent, to alter in any way, or terminate his, her or its relationship in any way with Ascent.

11. Confidentiality.

11.1 Confidential Information. The term "Confidential Information," as used in this Agreement, shall mean (a) the terms and conditions of this Agreement and (b) all nonpublic information disclosed by one party or its agents (the "Disclosing Party") to

the other party or its agents (the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (x) nonpublic information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (y) third-party information that the Disclosing Party is obligated to keep confidential. Confidential Information may be communicated in written, visual or oral form.

11.2 Exclusions. Confidential Information does not include any information that (a) is or becomes publicly available without breach of this Agreement; (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing party; (c) is received from a third party who, to the knowledge of the Receiving Party; did not acquire or disclose such information by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

11.3 Limitations on Disclosure and Use. During the Term of this Agreement and for a period of two (2) years thereafter, the Receiving Party will not disclose to any third party (except (a) as may be required by law, provided that the Receiving Party shall disclose only such information as is required and shall promptly notify the Disclosing Party so the Disclosing Party may request confidential treatment for any information that is disclosed; or (b) to the Receiving Party's accountants, lawyers, local service providers or for normal reporting to the owners and affiliates of such party, provided that all of the foregoing agree to the confidentiality restrictions in this Section 11) or use for any purpose other than as described in this Agreement, any Confidential Information obtained from the Disclosing Party or from an affiliated entity of the Disclosing Party.

11.4 Prior to issuing any press releases relating to this Agreement, each party shall obtain the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, each party may disclose the other party's name, the fact that the parties do business together and the general nature of such business, in the ordinary course of business.

12. Miscellaneous.

12.1 Insurance. To the extent that either (a) any equipment owned, leased or otherwise provided by

Customer is installed at Ascent's facilities or (b) any equipment owned, leased or otherwise provided by Ascent is installed at Customer's facilities, in connection with the Services, Customer will, at Customer's expense, obtain and maintain all risk insurance with minimum limits of One Million Dollars (\$1,000,000) covering any loss to provider resulting from such equipment and naming Ascent as an additional insured. Upon Ascent's request, Customer will provide Ascent with a certificate evidencing such insurance prior to installation of such equipment.

12.2 Assignment and Subcontracting. Except as otherwise provided herein, this Agreement is personal to each party and shall not be assigned or subcontracted in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, upon written notice to the other party, each party may assign this Agreement to its parent corporation, any other entity owned or controlled by such parent corporation, or any entity acquiring substantially all of the assets or equity of a party without having first obtained the consent of the other party, provided the assigning party remains liable for all obligations incurred hereunder prior to the effective date of any such permitted assignment. In addition, Ascent shall have the right to utilize third party subcontractors in connection with the Services. Any assignment by one party without the prior written consent of the other party pursuant to this Section 12.2 shall be null and void. This Agreement shall be binding on and shall inure to the benefit of any successors and permitted assigns of the parties hereto.

12.3 Governing Law. The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, without regard to choice of law principles.

12.4 Entire Agreement. This Agreement and all exhibits, which are incorporated herein and made part hereof, contain the entire agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Each party hereby acknowledges that any and all representations, warranties, covenants and agreements made by such party and contained in any exhibit to this Agreement are hereby expressly binding upon such party. This Agreement may not be modified except by an agreement in writing signed by both parties. Neither party shall be bound by or liable to the other party for any representation, promise or inducement made by an agent or person in the other party's employment which is not embodied in this Agreement.

12.5 Conflicts Among Agreement and Exhibits. To the extent that any provision of these General Terms and Conditions conflicts with any specific provision of the Agreement or any other exhibit thereto, the specific terms of the Agreement or other exhibit shall control. To the extent that any specific terms of the Agreement conflict with the specific terms of any other exhibit (other than these General Terms and Conditions), the specific terms of such other exhibit shall control.

12.6 Partial Performance. Customer acknowledges and agrees that any performance or partial performance by Customer under this Agreement, including, without limitation, any use of the Services shall constitute acceptance by Customer of all of the terms and conditions contained in this Agreement.

12.7 Section and Exhibit Headings. Section and exhibit headings are inserted for convenience only and shall not affect the construction of this Agreement.

12.8 References. References to Sections and exhibits are to the Sections and exhibits of this Agreement and, unless the context otherwise requires, words in the singular include the plural and vice versa, words in one gender include every gender and references to persons include incorporated and unincorporated entities.

12.9 Waiver of Breach. Customer hereby waives any and all rights it may have against Ascent whether at law or equity in the event of a breach or alleged breach by Ascent of any provisions of the Agreement, except as otherwise specifically provided for herein. No forbearance by either party to enforce any provision or to give notice of the breach of any provision of this Agreement shall constitute a waiver of such provision or right or be deemed to effect an amendment or modification of this Agreement, unless agreed to in writing by the parties.

12.10 Independent Contractor. The relationship between Ascent and Customer shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. Ascent and Customer, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

12.11 No Third Party Beneficiaries. Except as set forth herein, this Agreement does not provide any third

party with any rights, remedies, claims, privileges or causes of action, either expressly or implicitly.

12.12 Severability. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law. If any provision of this Agreement shall be void or unenforceable, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirements, provided that Ascent and Customer shall negotiate in good faith to agree upon a replacement provision restoring the relative economic benefit(s) of the parties.

12.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one agreement.

12.14 Survival. All provisions in this Agreement which must survive in order to give effect to their meaning, shall survive termination of this Agreement.

[Intentionally left blank]

EXHIBIT B

DESCRIPTION OF SERVICES

Compression, Space Segment and Uplink Services

1. From the Service Date through March 13, 2006, Ascent shall provide Customer with (i) 9MHz of C-band satellite space segment on Galaxy 4R, (ii) Scientific Atlanta PowerVu Plus compression services, and (iii) uplink services for the Customer Programming for seven (7) hours each week between 22:00 ET Monday and 05:00 ET Tuesday.
2. From the March 14, 2006 through April 16, 2006, Ascent shall provide Customer with (i) 9MHz of C-band satellite space segment on Galaxy 4R, (ii) Scientific Atlanta PowerVu Plus compression services, and (iii) uplink services for the Customer Programming for seven and one quarter (7.25) hours each week between 21:45 ET Monday and 05:00 ET Tuesday.
3. From April 17, 2006 through May 21, 2006, Ascent shall provide Customer with (i) 9MHz of C-band satellite space segment, (ii) Scientific Atlanta PowerVu Plus compression services, and (iii) uplink services for the Customer Programming for twelve and one half (12.50) hours each week between 21:45 ET Monday and 05:00 ET Tuesday and 22:45 ET Tuesday and 04:00 ET Wednesday.
4. From May 22, 2006 through the end of the Term, Ascent shall provide Customer with (i) 9MHz of C-band satellite space segment, (ii) Scientific Atlanta PowerVu Plus compression services, and (iii) uplink services for the Customer Programming for eleven and one half (11.50) hours each week between 22:45 ET Monday and 05:00 ET Tuesday and 22:45 ET Tuesday and 04:00 ET Wednesday.
5. Ascent will provide the Scientific Atlanta PowerVu Plus compression in the clear so that the cable headends shall be able to receive the Customer Programming signal using a PowerVu or any DVB compatible IRD.
6. Ascent shall receive the Customer Programming signal from the AT&T Hollywood hub.

For the avoidance of doubt, Ascent shall have the right to relocate the satellite space segment to another satellite at any time during the Term. If Ascent relocates the satellite space segment to another satellite, it shall also have the right to reduce the C-band satellite space segment from 9MHz to 3MHz.

Closed Caption Insertion Services

1. From the Service Date through April 16, 2006, Ascent shall provide Customer with closed caption insertion services for the Customer Programming for two (2) hours each week between 22:00 ET Monday and 01:00 ET Tuesday.
2. From April 17, 2006 through May 21, 2006, Ascent shall provide Customer with closed caption insertion services for the Customer Programming for five (5) hours each week between 22:00 ET Monday and 01:00 ET Tuesday and 23:00 ET Tuesday and 01:00 ET Wednesday.
3. From May 22, 2006 through the end of the Term, Ascent shall provide Customer with closed caption insertion services for the Customer Programming for four (4) hours each week between 23:00 ET Monday and 01:00 ET Tuesday and 23:00 ET Tuesday and 01:00 ET Wednesday.

Switch Services

Ascent shall be responsible for scheduling the AT&T Hollywood hub switch.

EXHIBIT C

CUSTOMER OBLIGATIONS

1. Customer shall be responsible for getting the Customer Programming signal to the AT&T Hollywood hub.
2. Customer shall be responsible for providing its affiliates with the satellite coordinates for the Customer Programming signal feed.
3. Customer shall be responsible for providing the necessary IRDs to its affiliates.
4. Customer shall be responsible for providing its affiliates with the Customer Service Contact information.
5. Customer shall be responsible for providing Ascent with the subtitles for insertion with respect to the applicable Customer Programming within a reasonable period of time prior to the airdate.
6. If Ascent relocates the satellite space segment, Customer shall be responsible for alerting its affiliates with respect to such change.

Receipt for Talking Type Captions Payment

From: service@paypal.com
Sent: Tuesday, July 25, 2006 6:45 PM
To: Taylor Howard
Subject: Receipt for your payment

Dear Taylor Howard,

This email confirms that you sent a payment for \$720.00 USD to sanjay@talkingtypecaptions.com.

Payment Details

Amount: \$720.00 USD
Subject: Jimmy's showcase
Note: 7/24, 7/25

This payment was sent using your credit card.

For your future payments, try using Instant Transfer instead!

- Pay instantly and securely
 - Faster than paying with checks
 - Pay directly from your bank account - purchases won't show up on bills at the end of the month.
-

Sincerely,
PayPal

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, log in to your PayPal account and click the Help link located in the top right corner of any PayPal page.

PayPal Email ID PP116

Lowcase Auction
42 Grendale Blvd
Angeles CA 90026



Commission's Secretary, Office of the Secretary
Federal Communication Commission
Attention: CGB Room 3-B431
445 12th St. S.W.
Washington, DC 20554

CGB-CC-0689

Received & Inspected
JUL 24 2007
FCC Mail Room

