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Cable Television Advertising Agreement

2PC|11N|1

Advertiser: MFrancis Pub Serv Comm Dist 4 — **#:** 85187
Agency: Channel One Digital, Inc. — **#:** CHANNELONE
Rep Firm: — **#:** 3 Weeks
Flight Dates 8/8/2016 - 8/28/2016

Estimate:
Campaign: Political
Category: POLSTALL
AE: Brenda Ford, Account Executive

Billing Address:
Greg Gossen
Channel One Digital, Inc.
1300 Bertrand Drive
Lafayette La. 70506

Package Bill?:	No
Gross Total:	$5,545.00
Agency Net:	$4,713.25
Rep Firm Net:	
Total Spots:	365
Average Cost:	$15.19

Monthly Billing	
Aug 2016	$4,713
Sep 2016	$0
Oct 2016	$0
Nov 2016	$0
Dec 2016	$0
Jan 2017	$0
Feb 2017	$0
Mar 2017	$0
Apr 2017	$0
May 2017	$0
Jun 2017	$0
Jul 2017	$0
Aug 2017	$0
Sep 2017	$0

Schedule Part Number 1 of 1 Start Date:8/8/2016 Stop Date: 8/28/2016 Weeks: 3

In: SLC: Alexandria LA

		Network	Description	:00	Start	Stop	Daypart		Wk	M	T	W	Th	F	S	Sn	Rate	On	Off	Spots	Line Total	
1		AEN	Duck Dynasty, Married at First Sight, Black and White, Born This Way, Wahlburgers Extra Helping, Wahlburgers	:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$20.00			35	$700.00	
2		ESPN	2016 Little League World Series, SportsCenter, MLS Soccer, 2016 Obstacle Course BattleFrog League Championship, Little League Baseball, World of X Games	:30	8/10/2016	8/23/2016	9:00a	6:00p							x	x	$15.00			20	$300.00	
3		ESPN	SportsCenter, Baseball Tonight, MLB Baseball, 2016 Little League World Series, 2016 Obstacle Course BattleFrog League Championship, Little League Baseball	:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$33.00			35	$1,155.00	
4		FOOD	Diners, DriveIns and Dives, Chopped, The Pioneer Woman, Trishas Southern Kitchen, Farmhouse Rules, Giada at Home	:30	8/10/2016	8/23/2016	9:00a	6:00p		x	x	x	x	x	x	x	$4.00			45	$180.00	
5		FOOD	Chopped, Cooks vs Cons, Cake Wars, Cutthroat Kitchen, Chopped Junior, Guys Grocery Games	:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$10.00			35	$350.00	
6		FXNC	Happening Now, Your World With Neil Cavuto, The Five, The Real Story, Shepard Smith Reporting, Outnumbered	:30	8/10/2016	8/23/2016	9:00a	6:00p		x	x	x	x	x	x	x	$12.00			45	$540.00	

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		Network	Description	:00	Start	Stop	Daypart		Wk	M	T	W	Th	F	S	Sn	Rate	On	Off	Spots	Line Total	
7		FXNC	The Kelly File, The OReilly Factor, On the Record With Greta Van Susteren, Hannity	:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$27.00			35	$945.00	
8		HGTV	Flip or Flop, Property Brothers, House Hunters, Beachfront Bargain Hunt, Flea Market Flip, Property Brothers Buying Selling	:30	8/10/2016	8/23/2016	9:00a	6:00p		x	x	x	x	x	x	x	$8.00			45	$360.00	
9		HGTV	Tiny House Hunters, Mexico Life, Beachfront Bargain Hunt, Property Brothers Buying Selling, Property Brothers, House Hunters International	:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$19.00			35	$665.00	
10		LIF		:30	8/10/2016	8/23/2016	6:00p	12:00a		x	x	x	x	x	x	x	$10.00			35	$350.00	

Part Total: $5,545.00

Campaign Summary

Total Ads	365
Average Cost of Ads	$15.19

Total Package Value

Cost of Advertising	$5,545.00
Agency Commission	-$831.75
Campaign Cost	**$4,713.25**

Acceptance by Advertiser or Agency: Channel One Digital, Inc
Title: Sec Treasurer
Date: 8-8-16
Acceptance (SLC):
Title:
Date:

Terms and Conditions

8/5/2016 MFrancis Pub Serv Comm Dist 4 Contract: 2PC|11N|1

1. PAYMENTS (A) Advertiser is liable for all amounts payable under this contract. If Advertiser is an advertising agency, or media buying service, the person or entity which authorizes Advertiser to contract for cablecasts under this contract shall be jointly and severally liable with Advertiser for the payment of all such amounts. System shall have the right to notify any of the foregoing parties of all liabilities and terms under this contract. (B) All payments for cablecast under this contract shall be due and payable in advance prior to the first date of cablecast, unless System has approved Advertiser for credit. If System has approved Advertiser for credit, System shall invoice Advertiser for amounts payable under this contract monthly, in accordance with System 's trafficking schedule. Payment in full shall be due within 15 days after Advertiser's receipt of invoice or, if Advertiser has requested affidavits of performance, receipt of invoice and affidavits of performance. (C) All amounts not paid when due shall bear interest at the rate of 1½ % per month or the maximum rate allowed by law, whichever is less. In addition, if Advertiser is delinquent in the payments of any amounts payable under this contract, System may, upon notice to Advertiser at its last known business address, modify the terms of payment under this contract as it sees fit in its discretion. (D) System reserves the right in connection with a general applicable rate adjustment, to change the rates and charges specified on the face of this contract for cablecasts hereunder by giving 30 days prior written notice of such rate adjustments to Advertiser. 2. CANCELLATION (A) Either party may cancel cablecasting of commercial announcements upon 30 days' prior written notice to the other, effective no earlier than 30 days after the first date of cablecast under this contract. If Advertiser so cancels any cablecast, it shall pay System for all cablecasts performed at the earned rate according to System's rate card then in effect, without any discounts provided in this contract. If System so cancels any cablecast, and if Advertiser and System are unable to agree on a satisfactory substitute day and/or time for continuance of cablecasts under this contract at the rates specified in this contact, Advertiser shall pay System for all cablecasts performed prior to termination, at the earned rate according to the rates specified in this contract subject to any discounts provided in this contract. (B) System may at any time cancel all cablecasts not then performed under this contract and without liability refuse to cablecast Advertiser's material in the future, immediately upon notice to Advertiser, if (i) Advertiser defaults in the timely payment of amounts due under this contract or any other obligation under this contract, (ii) at any time Advertiser becomes insolvent, or (iii) System reasonably believes that Advertiser's credit or ability to pay debts has been impaired. In such event Advertiser shall immediately pay to System for all cablecasts performed prior to cancellation, at the earned rate according to System's rate card then in effect (without regard to any discounts provided in this contract) and System's out-of-pocket expenses incurred in connection with such cancellation and there shall also be due to System as liquidated damages an amount equal to that which would have been due to System if, on the date of termination, Advertiser had given notice of termination pursuant to subparagraph (a) above. (C) System may cancel, in whole or in part, any cablecast under this contract; (i) in order to cablecast any program which, in its sole and absolute discretion, it deems to be of public importance or in the public interest, or the cablecast of which is necessary for System to comply with its agreements with program service suppliers; or (ii) if System determines in its sole discretion that such cablecast would conflict with any of its agreements with its program suppliers or contracts with advertisers which contain product and/or category exclusivity or other applicable restrictions. System shall notify Advertiser of any such cancellation in advance, if practicable, but in any event within a reasonable time after cancellation. In the case of any cablecast canceled under this paragraph, if Advertiser and System are unable within a reasonable time to agree upon a substitute day and time for the canceled cablecast, Advertiser shall have no obligation to pay System for the canceled cablecast, but this contract shall otherwise remain if effect without modification. 3. CABLECASTS (A) Advertiser shall at its sole cost and expense furnish to System all commercial announcement materials. Advertiser shall deliver all commercial announcement materials. Advertiser shall deliver all commercial announcement materials at least 72 hours (exclusive of Saturdays, Sundays and holidays) before scheduled cablecast. All materials furnished by Advertiser (i) shall not be contrary to the public interest; (ii) shall conform to System's then existing program and operating policies and quality standards; (iii) are subject to Advertiser's prior approval and continuing right to reject or cause Advertiser to edit such materials; and (iv) shall be free and clear for cablecast without further payment of copyright or other fees or obtaining any consents or approvals. System shall have no liability for any loss, erasure damage or any other destruction to any material furnished by Advertiser or, even if accepted by System, any telephone, mail, facsimile or other communications from any third party relating to any cablecast hereunder. If System does not receive such commercial announcement materials or such materials do not conform to the standards set forth above, System, without limiting its remedies for such default, may, but is not obligated to, repeat any previously cablecast or approved announcement or program of Advertiser available to System or substitute any other announcement or program, and, except to the extent that System is otherwise compensated therefore, Advertiser will pay System with respect thereto the same compensation as if acceptable materials had been timely furnished to System and the scheduled announcement or program had been cablecast. If Advertiser so requests within 30 days after the date of last cablecast under this contract, System shall at Advertiser's expense return Advertiser's materials to Advertiser. If Advertiser does not timely make such a request, System shall have the right to dispose of all such materials as it sees fit. (B) System shall have the right to cancel all or any part of any cablecast as scheduled in this contract due to; (i) public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, Acts of God (whether or not occurring frequently or habitually, or a common or seasonal occurrence in the area of System's operations); (ii) the cessation of operation of System necessary in its sole opinion to permit improvement or modification of System's cablecasting facilities; or (iii) any other reason beyond the control or without the fault of System (including but not limited to mechanical or electrical failures, breakdowns or malfunctions). In the event all or any part of any cablecast as scheduled in this contract is canceled for the reasons set forth above, System shall have no liability to Advertiser except to the extent of allowing in such case; (i) if a scheduled cablecast is omitted in its entirety, a pro rata reduction of the applicable time charges under this contract; or (ii) if a material part but not all of a scheduled cablecast is omitted, a proportionate reduction in the time charges under this contract relating to that cablecast. (C) System may, at its sole and absolute discretion, without notice to Advertiser, cablecast any announcements at any time other than their scheduled times due to termination or cancellation of preceding programs and will bill for such announcements as if they had been cablecast at their scheduled time. (D) Advertiser shall indemnify, defend and hold harmless System, its officers, employees and affiliated companies from and against all damages, liability, costs and expense (including reasonable attorney's fees and costs and expenses of litigation) which arise or result from the cablecast, preparation for cablecast, or contemplated cablecast of any materials furnished by or on behalf of Advertiser, or furnished by System at the request of Advertiser. System shall similarly indemnify Advertiser with respect to all other materials furnished by System. 4. GENERAL (A) This contract contains the entire understanding between the parties hereto with respect to the subject matter hereof, cannot be modified or terminated except in a writing signed by all parties hereto, and shall be construed in accordance with the laws of the state in which the systems on which cablecasts under this contract will occur. In the event of any inconsistency between these Terms and Conditions and any term stated on the face of this contract, the latter shall govern. (B) This contract is subject to the terms and conditions of franchised and licenses held by System and all Federal, State and local laws, ordinances, rules and regulations. (C) Advertiser may not assign or transfer its rights or delegate its obligations under this contract without the prior consent of System. System shall have no obligation to cablecast for the benefit of any person or entity other than Advertiser, or for any product or service other than that described on the face of this contract. (D) Failure or delay of either party hereto to enforce any provision hereof shall not constitute a general relinquishment or waiver of that or any other provision. (E) If Advertiser breaches any provision of this contract, System shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing this contract. (F) All notices required or permitted under this contract shall be given at the addresses provided on the face of this contract. (G) Advertiser shall mean the person or entity for which the announcements are being cablecast, an advertising agency, a media buying service or any combination thereof. Such persons or entities shall be jointly and severally liable for all obligations and undertakings of this contract to be performed by any of them. (H) Advertiser warrants and represents to system that; (i) it has the full legal right, power and authority to enter into this contract; and (ii) if Advertiser is an advertising agency or media buying service, it also has the full legal right, power and authority to enter into this contract on behalf of the person or entity for which the announcements or programs are cablecast as its disclosed principal. Accepted by Advertiser:

Approved by Manager: Signature: Kelly Morvant Print Name: Kelly Morvant Title: Sec Treasurer Date: 8-8-16

Signature: _____ Print Name: _____ Title: _____ Date: _____

Submitted by Account Executive:

Signature: _____ Print Name: _____ Title: _____ Date: _____

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RECORD OF REQUEST FOR POLITICAL TIME

CANDIDATE ADVERTISEMENT FORM
(TO BE PLACED IN POLITICAL FILE)

Date: 7-25-16 Request made by: Greg Gossen by phone ✓ in person ____ On behalf of: Michael G. Francis (Committee name) For candidacy or issue:_____ (Candidate/Issue)

PRIMARY ELECTION ✓
GENERAL or SPECIAL ELECTION____

POLITICAL PARTY:
Democrat ___
Republican ✓
Other ___

Legally-Qualified Candidate for the Office of: Public Service Commission, Dist. 4

Information Requested: rates

Information Provided: rates

Time Requested: **[May attach copies of faxed orders and contracts]**

Length of Cablecast	Hour	Days	Class of Time	Times Per Week	Package or Rotation	Number of Weeks	Rate

Date of First Cablecast: _____ Date of Last Cablecast:_____

Total Charges: $_____

If not already on file, list chief executive officer(s) or members of the executive committee or board of directors of sponsoring organization, for candidate include treasurer of authorized campaign committee.

x Brenda Ford

Print Name Brenda Ford Title Account Executive

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ACKNOWLEDGMENT OF POLITICAL CABLECASTING POLICIES
OF [INSERT NAME OF CABLE SYSTEM]

This will acknowledge receipt of "Information Concerning Political Advertising Policies of Suddenlink Media (the "Political Policy").

I agree that all purchases of advertising time on the Suddenlink Media (the "System") which I make by or on behalf of legally-qualified political candidates will be made subject to this Acknowledgment and the Political Policy.

I acknowledge that I have been informed to my satisfaction concerning the classes of time which are available to advertisers, including without limitation every level of preemptibility; the chances of preemption for the various levels of preemptibility; the availability of discount packages and rotations, including the System's willingness to negotiate combinations of time suitable to the needs of particular candidates; the System's lowest unit charge and related privileges for each class of time; **Preemptable time is based upon advertiser demand; spot placement is determined on an equal opportunity priority basis within traffic and billing system. Suddenlink Media will use its best efforts to make-good preempted spots and/or to notify the candidate what options are available.**

I recognize that the Federal Communications Commission ("FCC") has exclusive jurisdiction under the Communications Act of 1934, as amended (the "Act"), with respect to all disputes concerning purchases of advertising time by or on behalf of legally-qualified political candidates, specifically including all disputes concerning charges for candidates' "uses" of System's facilities. I acknowledge that all such disputes will therefore be governed exclusively by the Act, and the rules and policies of the FCC, and must be resolved exclusively before the FCC, subject to such judicial review as is provided for by the Act. In order to ensure that material necessary to resolution of such disputes is maintained, any such complaint should be filed with the FCC promptly.

[To be completed by a Candidate: I certify that all advertising purchased by me that does not qualify as a "use" under federal law for cablecast on the System will include my recognizable voice or image. I agree to indemnify and hold the System harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the System as the result of its cablecast of advertising purchased by me which does not qualify as a "use".]

If I am an agent acting on behalf of a candidate, I certify that I have made full disclosure to the candidate of the information provided to me by the System concerning its political advertising policies, and, if not, that I have been specifically authorized by the candidate to purchase advertising time on the System on his or her behalf without the need to make such full disclosure. I further represent that all advertising which I purchase on the candidate's behalf will include the candidate's recognizable voice or image. Unless I am acting on behalf of a candidate for federal elective office, I further represent that the candidate agrees to indemnify and hold the System harmless from and against any and all damages and liability, including reasonable attorneys' fees, which may be assessed against the System as the result of its cablecast of advertising not involving a "use" by the candidate which I purchase on the candidate's behalf. I further represent that I am authorized by all candidates on whose behalf I purchase time to agree to the terms and conditions set forth herein.

By: Kelly Morvant
On behalf of: Michael G Francis
Date: 8-8-16

Seeley, Tia

From: DL SDL - MDC Finance
Sent: Monday, August 08, 2016 12:45 PM
To: DL SDL - MDC One Time Pmt
Subject: One Time Payment Notification

A one time payment has been processed.
Customer Number: 85187
Customer Name: MFrancis Pub Serv Comm Dist 4
Agency Name: Channel One
Contact Name: Dawn Morvant
Contact Email: dawn@channelonedigital.com
Contact Phone: 337-962-5432
Amount Paid: $4,713.25
Invoice List Text: Prepayment for Mike Francis political advertising