

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C. 20554

In the Matter of)
)
Optical Telecommunications, Inc.) MB Docket No. 14-258
) CSR – 8895-C
Complaint Concerning Retransmission)
of WXCW(TV), Naples, FL)
)

To: The Secretary, FCC

Attn: Chief, Media Bureau

PETITION FOR RECONSIDERATION

Optical Telecommunications, Inc. and HControl Corporation (collectively “OpticalTel”) respectfully seek reconsideration of the Order in the above-captioned proceeding released by the Senior Deputy Chief, Policy Division, Media Bureau on August 15, 2016, DA 16-928 (“Bureau Order”), to the extent that it found OpticalTel in violation of the Commission’s retransmission consent rules, and directs OpticalTel to engage in good faith negotiations to compensate WXCW(TV) (“WXCW”), with respect to retransmission by Dish Network (“DISH”) of WXCW to viewers in Sail Harbour, FL for any period prior to December 12, 2014.¹

¹ As the Bureau Order correctly notes, the statute of limitations regarding this matter has elapsed, providing a fully independent basis why the Bureau must reconsider and rescind any adverse findings regarding OpticalTel for periods prior to December 12, 2014. *See* Bureau Order at ¶6. Moreover, prior to its letters of September 29, 2014 and October 1, 2014, WXCW had never delivered a written transmission consent election or claim of unauthorized carriage of its signal at Sail Harbour, and WXCW’s retransmission consent election did not take effect until January 1, 2015. As will be demonstrated herein, there is no basis for any adverse finding regarding OpticalTel, but at most the Bureau Order appear to cover the period of less than three months from September 29, 2014 to December 12, 2014.

As will be demonstrated below, the Bureau Order is based on a fundamental misreading of the applicable agreement between DISH and OpticalTel with respect to Sail Harbour and a failure to recognize controlling Commission precedent that DBS resellers such as OpticalTel do not fall within the definition of “multichannel video programming distributors” (“MVPDs”)² and thus are under no obligation to obtain retransmission consent under FCC rules, regardless of any efforts by the satellite carrier to shift such responsibility contractually.

I. The Bureau Order Is Based On Factual Errors.

A. The Bureau Order Incorrectly Found That OpticalTel Agreed to “Transport” Service for Sail Harbour.

The Bureau relies on the Sail Harbour Bulk Programming Services Agreement (“PSA”), effective December 1, 2005 (the “2005 Agreement”), submitted as Exhibit D to DISH’s January 5, 2016 response (as updated on March 7, 2016). The Bureau claims that the 2005 Agreement states that “[c]arriage of local channels requires that the operator obtains retransmission consent from the local broadcaster.”³ DISH’s Exhibit D was redacted in its entirety, making it impossible for OpticalTel to respond fully, and resulting in a deprivation of fundamental due process.⁴

As Attachment 2 to its Answer filed on April 14, 2015, OpticalTel submitted a copy of Exhibit A, Schedule 1 of the “Bulk Programming Services Agreement” from OpticalTel’s 2005

² See 47 U.S.C. § 522(13).

³ Bureau Order, ¶10.

⁴ OpticalTel continues to strenuously object to any adverse findings against it in the Bureau Order based on documents that have been withheld from OpticalTel. See OpticalTel’s “Further Objections to Request for Confidential Treatment” dated May 3, 2016. Particularly egregious is the failure to allow OpticalTel to inspect Exhibit D to DISH’s updated January 5, 2016 response in light of the fact that (1) DISH asserts that the PSA submitted as Exhibit D was signed by OpticalTel, and thus DISH has clearly waived any confidentiality with respect to OpticalTel, (2) DISH’s Exhibit D appears to be identical to Exhibit 1 to OpticalTel’s October 15, 2015 response, and thus an appropriately redacted version of that document is already publicly available in this proceeding, and (3) to address any remaining confidentiality concerns, OpticalTel’s counsel has offered to review documents submitted by DISH pursuant to a customary non-disclosure agreement.

Agreement covering Sail Harbour to show that DISH did not offer a “transport” option at the time that agreement was executed. The Bureau failed to give any weight to Attachment 2 of OpticalTel’s Answer because it was unsigned and did not identify the date or the property to which it applies.⁵

Significantly, the Bureau Order fails to acknowledge that by email dated October 5, 2015, the Bureau pointed out that Attachment 2 to OpticalTel’s Answer was a blank document, without signatures, and requested OpticalTel to file a fully executed copy. As Exhibit 1 to its response dated October 15, 2015, OpticalTel provided a copy of its entire Sail Harbour Agreement, signed by both parties, as requested by the Bureau. Notably, that Agreement bears an effective date of December 1, 2005, and thus undoubtedly is the identical agreement that DISH submitted as its Exhibit D on March 3, 2016.⁶

The language relied on by the Bureau, and from which it erroneously concluded that “OpticalTel should have known that it did not possess retransmission consent for Sail Harbour,”⁷ is buried in a footnote on page 4 of Schedule 1 of the Sail Harbour Bulk Programming Services Agreement. Unfortunately, either the Bureau misread the Sail Harbour Agreement or DISH failed to provide the entire 2005 Agreement. The full 2005 Agreement consists of three parts, a “Bulk Programming Services Agreement,” a “Digital Programming Services Agreement,” and a “Neighborhood Value Program Amendment,” all of which were executed contemporaneously. *See* Exhibit 1 to OpticalTel’s October 15, 2015 response.

The Neighborhood Value Program Amendment, as signed by both parties, clearly states at paragraph 10 that “Schedule 1 to the Bulk Agreement shall be deleted in its entirety and

⁵ Bureau Order, ¶12.

⁶ Exhibit 1 to OpticalTel’s October 15, 2015 response is hereby incorporated by reference in its entirety.

⁷ Bureau Order, ¶12.

replaced with new Schedule 1 to the Bulk Agreement, a copy of which is attached as Exhibit A and incorporated herein by reference.” The language quoted by the Bureau from the superseded Schedule 1 is not included in the replacement version of Schedule 1 that actually applies under OpticalTel’s 2005 Agreement. For convenience, OpticalTel is again submitting a copy of the inoperative and superseded “Schedule 1” to the Bulk Programming Services Agreement, where we have highlighted the language erroneously relied upon by the Bureau Order, as well as the entire Neighborhood Value Program Agreement, where the above-quoted applicable language has been highlighted and which contains the replacement Exhibit A, showing the absence of the footnote relating to retransmission consent. *See* Exhibit 1, attached hereto.

In sum, the Bureau Order incorrectly relies on inapplicable language that was excluded from the contract as signed by both parties. Thus, OpticalTel never agreed to “transport” service for Sail Harbour and was never requested to elect between “transport” and “sub-distribution” (non-transport) prior to Dec. 12, 2014.

B. DISH Did Not Even Offer a “Transport” Option Until Well After 2006.

The fact that OpticalTel never elected the “transport” option for Sail Harbour, and was never requested by DISH to elect between “transport” and “non-transport” prior DISH’s letter of January 22, 2015,⁸ is further confirmed by the record in this proceeding demonstrating that DISH did not even offer the “transport” option to its resellers until well after OpticalTel entered into the 2005 Agreement with DISH for Sail Harbour.

As has been clearly established, OpticalTel has been an authorized reseller of DISH service at Sail Harbour at all relevant times.⁹ The only real dispute, to use DISH’s terminology,

⁸ OpticalTel Answer, Attachment 3.

⁹ Bureau Order, ¶3.

is whether (prior to December 12, 2014) OpticalTel was a “sub-distribution” reseller or a “transport” reseller. Without conceding the enforceability of an attempt by a satellite carrier to shift retransmission consent responsibility contractually to its resellers and/or customers, and with the renewed caveat that DISH’s grossly overbroad redaction of key documents has undermined OpticalTel’s ability to provide a complete response,¹⁰ OpticalTel remains confident that DISH’s claim that OpticalTel has ever knowingly or voluntarily elected to assume DISH’s retransmission consent obligations relating to Sail Harbour, either by electing “transport” status or otherwise, is simply false.

DISH and OpticalTel are in agreement that at some point in time, after 2006 and before 2013, DISH began using a new template reseller agreement (the “Transport Option Agreement”) that provided its resellers with a clear choice to elect “transport” service (pursuant to which DISH sought to require its resellers to obtain retransmission consent directly from affected broadcasters) or “sub-distribution” service (whereby the reseller would be covered by DISH’s retransmission consent agreements with relevant broadcasters), an option referred to generally by DISH as “Local Networks” or simply “Locals.” We understand that DISH has submitted a blank template version of its current Transport Option Agreement (which DISH refers to as its “Bulk PSA” agreement) as Exhibit C (redacted in full) to its January 5, 2016 response to the FCC, as updated on March 3, 2016.

On information and belief, OpticalTel assumes that the template Transport Option Agreement submitted as Exhibit C by DISH is substantially identical to the Transport Option Agreement covering Cypress Trails RV Resort dated November 6, 2013 that was provided as

¹⁰ See OpticalTel’s “Comments on Request for Confidential Treatment,” January 25, 2016; “Further Objections to Request for Confidential Treatment,” May 3, 2016.

Attachment 1 to OpticalTel's Answer in this proceeding filed on April 14, 2015. Notably, consistent with its expectation to rely exclusively on retransmission consents obtained by DISH, OpticalTel chose the "Local Networks" option for Cypress Trails, not the "Local Networks Transport" option.

OpticalTel and DISH are also in agreement that, prior to the introduction of the Transport Option Agreement, DISH did not offer the transport option to its resellers. Rather, under its previous reseller agreement template (the "Sub-Distribution Only Agreement"), resellers were allowed to resell local broadcast signals retransmitted by DISH solely under the "sub-distribution" option, which "allows the bulk distributor to carry a given local broadcast station pursuant to DISH's retransmission consent agreement with a broadcaster."¹¹

DISH and OpticalTel do not agree, however, on the precise date when the transport option first became available to resellers. Based on its review of its own DISH reseller agreements, OpticalTel believes that the Transport Option Agreement template was not offered to affiliates until some time after 2008. DISH, on the other hand, somewhat hesitantly and without any documentary evidence, speculates that the "Transport Option became available to bulk distributors in approximately 2006."¹² While DISH's inability to definitively state when the Transport Option Agreement was first made available to resellers defies credibility, by DISH's own admission, that option was not available on December 1, 2005 when the agreement covering Sail Harbour became effective, and DISH concedes that OpticalTel's 2005 Agreement "is still in effect as of the date of this response."¹³

¹¹ DISH January 5, 2016 response, Answer 1.b.ii and iv.

¹² DISH January 5, 2016 response, Answer 1.b.iv, an assertion supported by the Declaration of Milena Grigorova-Bontcheva, Senior Program Manager for International Programming at DISH. See DISH's revised January 5, 2016 response, Exhibit B.

¹³ DISH January 5, 2016 response, Exhibit A, Declaration of Lee Hirsch, ¶4.

The fact that Sail Harbour is governed by the Sub-Distribution Only Agreement, not the Transport Option Agreement, is evident from Exhibit 1 submitted with OpticalTel's October 15, 2015 response that includes Exhibit A, Schedule 1, as incorporated under the Neighborhood Value Program Amendment. That document plainly offered a single option -- sub-distribution -- for resellers wishing to include the package of broadcast signals retransmitted by DISH. Exhibit A, Schedule 1 to the Sail Harbour Sub-Distribution Only Agreement stands in stark contrast to Schedule 4(B) to the more recent Transport Option Agreement, which clearly offers either the sub-distribution ("Local Networks") or transport ("Local Networks Transport") options.

For convenience, OpticalTel is again submitting both Exhibit A, Schedule 1 from the Neighborhood Value Program Amendment to the 2005 Agreement for Sail Harbour (*see* Exhibit 2) as well as Schedule 4(B) from its Local Transport Option template DISH agreement covering Cypress Trails, which was originally provided as Attachment 1 to its April 14, 2015 Answer (*see* Exhibit 3). Notably, when the 2005 Agreement for Sail Harbour was entered into, DISH offered a single option: sub-distribution. However, the more recent Local Transport Option template provides an option for the reseller to check either the "Local Networks Transport" or "Local Networks" box, and OpticalTel elected "Local Networks." It is also significant that DISH's Local Transport Option template bears an effective date in the bottom left corner of "8-16-2013," long after OpticalTel entered into its Sub-Distribution Only contract for Sail Harbour in December, 2005.¹⁴

It should also be noted that as Attachment 3 to its October 15, 2015 response, OpticalTel submitted an email dated October 9, 2015 from DISH that included a copy of DISH's template

¹⁴ *See* Exhibit 3, as highlighted.

PSA “used during 2006.” That agreement is substantially identical to the sub-distribution only template used by DISH and OpticalTel for the 2005 Agreement covering Sail Harbour. Like the 2005 Agreement, the more recent agreement provided by DISH contains the same provision deleting the Schedule 1 containing the retransmission consent footnote mistakenly relied upon by the Bureau Order, and replacing it with the Neighborhood Value Program Amendment Schedule 1 that offers a single option -- sub-distribution -- for resellers electing to include local broadcast signals retransmitted by DISH.

Significantly, the more recent sub-distribution only template obtained from DISH recites a version date of March 30, 2006; the replacement Schedule 1 shows an update as of 04/01/07; and the PSA itself reflects an effective date of November 1, 2007. Thus, it is clear that DISH was continuing to use the sub-distribution only template, and not offering a “transport” option to resellers, long after the “approximately 2006” date claimed by DISH in its January 5, 2016 response. For convenience, we are submitting as Exhibit 4 the relevant pages from Attachment 3 of Optical Tel’s October 15, 2015 response with the key provisions highlighted.¹⁵

In sum, it should now be abundantly clear that DISH’s assertion that, prior to December 12, 2014, OpticalTel’s resale of local broadcast stations retransmitted by DISH to the Sail Harbour community fell under the “transport option” is incorrect. Indeed, by DISH’s own concession, the “transport option” was not even available when the Sail Harbour Sub-distribution

¹⁵ OpticalTel notes that as Exhibit C to its revised January 5, 2016 response, DISH submitted “a blank template showing DISH’s current Bulk Programming Services Agreement,” which DISH claims offers both a “Sub-Distribution Option” and a “Transport Option.” Because DISH’s Exhibit C was redacted in its entirety, OpticalTel renews its request to allow inspection of that document by counsel pursuant to a standard non-disclosure agreement. In any event, OpticalTel strongly suspects that the document will reflect an effective date in the lower left-hand corner of well past 2006.

Only Agreement was entered into in 2005, an agreement that DISH correctly points out “is still in effect.”

The fact that OpticalTel has always been a fully authorized sub-distribution/non-transport reseller of the local broadcast signals retransmitted by DISH at Sail Harbour is further confirmed by representative invoices received from DISH with respect to Sail Harbour. As explained above in Subsection A, as Exhibit 1 to its response dated October 15, 2015 to the October 5, 2015 email from Lynne Montgomery, OpticalTel submitted a complete copy of its 2005 Agreement covering Sail Harbour, as signed by both DISH and OpticalTel. Page 3 of the confidential version of the Neighborhood Value Program Amendment clearly shows the charge imposed by DISH for non-transport sub-distribution of local television stations in the Ft. Myers/Naples DMA, including WXCW. Attached hereto, submitted under a request for confidentiality, is another copy of page 3 of the Neighborhood Value Program Amendment along with representative invoices received from DISH relating to service at Sail Harbour. *See* Exhibit 5.¹⁶ As is evident from the unredacted versions of these documents, at all relevant times DISH has billed OpticalTel at the non-transport, sub-distribution price for the local Ft. Myers signals, at the amount agreed upon originally in the 2005 Agreement.¹⁷

¹⁶ The invoice dated February 11, 2009 includes the following advisory to DISH resellers:

“DIGITAL TRANSITION: After 2/17/09, analog TVs will not be able to receive over-the-air full power local TV channels. DISH customers who receive local TV through DISH on all TVs will not be affected. If you receive local TV over-the-air on any analog TV – rather than from a DISH satellite – you need to act. Where available, you can subscribe to locals, or you can get a subsidized converter box, or digital TV. Visit dishnetwork.com/dt or dtv.gov. Converter box coupon info available at dtv2009.gov, or 888-DTV-2009. Analog TVs will still work with low-power TV, video games, VCRs, DVDs.”

The above language serves to further illustrate that, at least in February of 2009, DISH was continuing to properly assume responsibility for local television stations retransmitted by DISH, and no mention was made of a “transport” option for DISH resellers.

¹⁷ DISH discontinued providing itemized invoices detailing the amount billed for sub-distribution of local television stations at Sail Harbour in 2013. Based on the total amounts billed, OpticalTel understands that, at all

II. The Bureau Failed to Account For Controlling Commission Rulings That DBS Resellers Are Not Required to Obtain Retransmission Consent.

In adopting rules to implement the retransmission consent provisions of the Cable Television Consumer Protection and Competition Act of 1992, the FCC determined that DBS resellers do not qualify as “MVPDs” and thus are exempt from retransmission consent obligations. Rather, the Commission concluded that it is the “satellite carrier,” as defined in 17 U.S.C. § 119(d), that bears sole responsibility for satisfying end-to-end retransmission consent and copyright requirements for the receipt by ultimate viewers of the broadcast signals retransmitted by the satellite carrier:

A satellite carrier, as defined in the Satellite Home Viewer Act of 1988, is an entity that uplinks a broadcast signal and retransmits it over satellite facilities that the carrier may own or lease. *See* 17 U.S.C. §119(d). Satellite carriers’ customers are home satellite dish (HSD) households. The carriers themselves sell retransmitted broadcast signals directly to HSD households, but they also license a variety of agents (*e.g.*, program packagers, equipment distributors, and satellite equipment retailers) to sell the signals on their behalf. As noted above, the definition applies to a “television receive-only satellite program distributor.” In order to resolve any potential ambiguity regarding responsibility for securing retransmission consent, and in view of the fact that the satellite carrier is the entity entitled to the compulsory license granted by 17 U.S.C. §119, we find that, with respect to HSD sales, the satellite carrier is the multichannel distributor and must secure retransmission consent.¹⁸

The FCC reached this same conclusion in implementing the “local-into-local” provisions of the Satellite Home Viewer Improvement Act of 1999 (“SHVIA”). In that decision, the Commission noted that, beginning on May 29, 2000, satellite carriers must obtain retransmission consent for delivery of local broadcast signals to viewers;¹⁹ that retransmission consent/must-carry elections for satellite carriers apply on a market-wide, rather than system-by-system

times prior to December 12, 2014, DISH continued to bill at the sub-distribution price as provided in the 2005 Agreement.

¹⁸ *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Signal Carriage Issues*, 8 FCC Rcd 2965 (1993), ¶ 131.

¹⁹ *Implementation of the SHVIA of 1999, Broadcast Signal Carriage and Retransmission Consent Issues*, 16 FCC Rcd 1918 (2000), ¶ 14.

basis;²⁰ and that broadcasters only deal with two satellite carriers, DirecTV and EchoStar (now DISH) with regard to local-into-local carriage matters, not with DBS resellers.²¹ Significantly, the Commission noted that while SHVIA amended the Communications Act to add a definition of “Distributor” that encompasses the activities of DBS resellers, the term was not used elsewhere in the statute and thus has no substantive effect, thereby reaffirming the Commission’s prior conclusion that DBS resellers are not MVPDs and have no bearing on the must-carry/retransmission consent obligations imposed on satellite carriers.²² Thus, under long-standing Commission policy, DBS resellers simply do not fall within the statutory “MVPD” definition and are exempt from retransmission consent obligations.²³

As explained above, OpticalTel has never elected DISH’s “transport” option for Sail Harbour and has never agreed contractually to assume DISH’s legal responsibility for obtaining retransmission consent for the local broadcast signals retransmitted by DISH to viewers at Sail Harbour. But assuming arguendo that a particular DISH reseller had agreed to the language erroneously relied upon by the Bureau Order whereby DISH seeks to shift retransmission consent responsibility to the reseller, such action would at most create a contractual remedy for DISH. And while the enforceability of such a contractual provision seems dubious at best, it would not alter the fact that as a purely legal matter, any enforcement action for failure to obtain retransmission consent under Sec. 76.64 of the FCC’s rules must be directed solely at the satellite carrier or cable operator, as appropriate.

²⁰ *Id.* at ¶ 24.

²¹ *Id.* at ¶ 28.

²² *Id.* at ¶ 135.

²³ A more thorough analysis of the controlling legal principles on this matter is set forth in OpticalTel’s April 14, 2015 Answer at pp. 4-8.

A few simple hypotheticals may help illustrate the wisdom of the FCC's long-standing precedent imposing retransmission consent obligations exclusively on the satellite carrier, not the DBS reseller. Assume, for example, that the home owners' association ("HOA") for a private community such as Sail Harbour entered into a contract directly with DISH for receipt of video programming, including local broadcast signals, by community residents. Assume further that DISH included language in its agreement seeking to impose the responsibility for obtaining retransmission consent on the HOA. Alternatively, assume a situation where a cable company has incorporated language in its subscriber agreement to the effect that "customer assumes the responsibility for obtaining retransmission consent from each local television station included on the cable operator's lineup, and agrees to fully indemnify cable operator for any liability arising from customer's failure to do so."

It should be beyond dispute that any such efforts to shift retransmission consent obligations to customers would be wholly ineffectual in relieving the satellite carrier or cable operator from its legal retransmission consent responsibilities or granting jurisdiction for the Commission to impose sanctions directly on the MVPD's customers. Under controlling FCC precedent, the same result necessarily applies to any attempt by a satellite carrier to evade its legal requirement to obtain retransmission consent and impose such obligations on a reseller such as OpticalTel.

CONCLUSION

For all of the foregoing reasons, it is clear that the Bureau Order relied on inapplicable contractual language that was never agreed to by OpticalTel in finding that WXCW had been retransmitted without consent and ordering OpticalTel to engage in good faith negotiations with WXCW. Moreover, the Bureau Order does not even address, let alone attempt to dispute, controlling Commission precedent that DBS resellers such as OpticalTel are under no obligation to obtain duplicate consent for broadcast stations retransmitted by satellite carriers such as DISH. Accordingly, OpticalTel's Petition for Reconsideration of the Bureau Order should be granted to the extent requested herein.

Respectfully submitted,

OpticalTelecommunications, Inc. and
HControl Corporation

By: Arthur H. Harding
Arthur H. Harding
Garvey Schubert Barer
1000 Potomac Street NW
Suite 200
Washington, D.C. 20007
(202) 298-2528

Its Attorneys

Date: September 14, 2016

GSB:8007465.1

EXHIBIT 1

**SCHEDULE 1 – BULK PROGRAMMING RATE CARD
(BULK PROGRAMMING SERVICES AGREEMENT)**

SCHEDULE 1 BULK RATE CARD PROGRAMMING

April 1, 2005

(Content and pricing for programming packages subject to change as provided in the Programming Services Agreement.)

Please refer to <http://www.dishnetwork.com> for additional programming information. Programming shall not be eligible for promotional offers that require term commitment or specific Subscriber qualification that may be referenced on the below web URL addresses. Referenced URL addresses are subject to change without notice. Eligibility of programming is subject to change without notice at EchoStar's sole discretion.

Basic Package:

Bulk Basic (Available to properties using a Head-End Distribution System/SMATV)	Per Drop Per Month
Bloomberg, Cartoon Network, CNN, CNN Headline News, C-SPAN, C-SPAN2, Discovery, Discovery Health Network, EWTN, Fox News, Home Shopping, Learning Channel, NickToons, QVC, Shop NBC, TBN, TNT, TBS, USA, Weather Channel, plus Public Interest Channels	██████████

Popular Programming Packages*:

Package:	Per Drop Per Month
America's Top 60	██████████
America's Top 120 **	██████████
America's Top 180	██████████
Dish Latino Package	██████████
Pequeño Latino (Spanish) – Univision, Galavision, Telefutura	██████████

Sports:**

ESPN Sports Packages:	Per Drop Per Month
ESPN	██████████
ESPN, ESPN2	██████████
ESPN, ESPN2, ESPNNews	██████████
ESPN, ESPN2, ESPN Classic	██████████
ESPN, ESPN2, ESPNNews, ESPN Classic	██████████

Bulk Programming Services Agreement
EchoStar Proprietary and Confidential

Effective: 4_01_05

Initial: EchoStar  Operator 

Regional Sports Networks: (Only one of the below network feeds will be available depending on DMA and qualification).	Per Drop Per Month
Fox Sports Networks/Regional Sports Networks: Arizona, Altitude Sports, Bay Area, Cincinnati, Detroit, Florida, Midwest, New England, North, Northwest, Ohio, Pittsburgh, Rocky Mountain, South, Southwest, West, MSG, Sunshine Network	████
Fox Sports Networks/Regional Sports Networks: New York	████

Premium Programming Packages*:

PREMIUM MOVIE PACKAGES	Per Drop Per Month
Showtime Unlimited (11 services)	████
HBO The Works (9 services)	████
HBO/Cinemax (14 services)	████
STARZ/Encore (8 services)	████
Encore (West Feed)	████
Encore (W) + 1 Theme^	████
Encore (W) + 2 Themes^	████
Encore (W) + 3 Themes^	████
Encore (W) + 4 Themes^	████
Encore (W) + 5 Themes^	████
Encore (W) + 6 Themes^	████

*Encore Thematic Channels include Action/Adventure, Love Stories, Mysteries, True Stories, WAM/Kidz, Westerns

Add-On Packages:

Add-On Packages	Per Drop Per Month
#2 – ABC Family, AMC, Animal Planet, BET, Boomerang, GAS	████
#3 – Bravo, CMT, Great American Country, IFC, TCM, WE	████
#4 – A&E, History, Court TV, Game Show Network, Hallmark, PAX, Reality TV, G4tech TV, Style	████
#5 – E!, Sci-Fi, Lifetime	████
#6 – A&E, Fuse, History Channel, Spike TV, WGN	████
#7 – BBC America, CNBC, CNBC World, Food Network, HGTV, MSNBC, Travel Channel	████
#8 – Fox Movie Channel, Fox Sports World, Fox Sports World en Español, Fx, Gol TV, TVG	████
#9 – Disney Channel (E/W), SoapNet, Toon Disney	████
#10 – The Golf Channel	████
#11 – Comedy Central, MTV, MTV2, Nickelodeon, TV Land, VH1, VH1 Classic	████
Action Pack – Discovery Wings, DIY, Outdoor Channel, Outdoor Life, Speed Channel	████
Discovery Pack – Discovery, Discovery Home & Leisure, Discovery Kids, Discovery Times Channel, The Science Channel	████

International Programming*:

INTERNATIONAL PROGRAMMING	Per Drop Per Month
The Israeli Network (Hebrew/English)	████
Polish Package (Polish)	████
Channel One Russia (Russian)	████
RTVI/RTVI+ Package (Russian)	████

Local Packages*, *, ****:**

LOCALS PACKAGES (May Include NBC, ABC, CBS & FOX - Additional Channels May Be Available)	████████████████
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Bulk Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 4_01_05

Initial: EchoStar Operator

Applicable Fees:

APPLICABLE FEES	
In addition to the amounts due for Bulk Programming, Operator agrees to pay the fees referenced below as applicable.	
Smart Card Replacement Fee	██████
Change of Service Fee – per transaction	██████
Restart Fee	██████

* Visit <http://www.dishnetwork.com/content/programming/index.shtml> for specific channels and detailed descriptions of each channel in each of the above packages. Package names may change from time to time. Note that Playboy en espanol is not available in the Dish Latino Package.

** Channels in this package may be subject to extensive blackouts of sporting events and other programming noted in the guide.

*** Visit <https://customersupport.dishnetwork.com/customernetual/propAddress.do> to qualify the Property location.

**** Carriage of Local channels requires that the Operator obtains retransmission consent from the local broadcaster. Upon EchoStar's request, Operator shall provide evidence of retransmission consent from the local broadcaster or evidence that no retransmission consent is required. Failure to comply with the foregoing requirements will be a default of this Agreement in accordance with Section 12.1.

Bulk Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 1_01_05

Initial: EchoStar  Operator 

NEIGHBORHOOD VALUE PROGRAM AMENDMENT
TO
PROGRAMMING SERVICES AGREEMENTS

This Neighborhood Value Program Amendment to Programming Services Agreements (the "Amendment") is made and effective as of this 2 day of February, 2005 (the "Effective Date") by and between EchoStar Satellite L.L.C. ("EchoStar"), formerly known as EchoStar Satellite Corporation, having a place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 and HControl Corporation DBA HControl, having a place of business at 5000 SW 75th Avenue Suite 103 Miami, FL 33155 ("Operator").

RECITALS

WHEREAS, EchoStar and Operator have previously entered into a Bulk Programming Services Agreement (the "Bulk Agreement") and a Digital Programming Services Agreement ("the Digital Agreement") (the Bulk Agreement and the Digital Agreement may be referred to from time to time hereinafter individually as a "PSA" and collectively as the "PSAs"), in each case with respect to the following property (the "Property"):

Property Name: Sail Harbour
(as identified in both PSAs; only one Amendment per Property)

Property Address: 16244 Via Solera Circle Fort Myers, Florida 33908
(as identified in both PSAs; only one Amendment per Property)

WHEREAS, the parties wish to amend each PSA as described below;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to amend each PSA as follows:

1. The following definition shall be added to the Digital Agreement:

"Bulk Programming" means any video or audio programming service delivered to Operator pursuant to the terms and conditions of a Bulk Programming Services Agreement in effect (in whole or in part) between the parties (the "Bulk Agreement").

2. The first sentence of Section 3.1 of the Digital Agreement shall be deleted in its entirety and replaced with the following:
In the event that a Subscriber at the Property elects to receive any of the Digital Programming set forth in Schedule 1, EchoStar will provide the Digital Programming selected by such subscriber to the receiving equipment at the Property for distribution to such subscriber through a DISH DBS Receiver.

3. The third sentence of Section 3.1 of the Bulk Agreement shall be deleted in its entirety and replaced with the following:

In no event shall different Bulk Programming packages be offered to different Subscribers.

4. Section 4.2 of the Digital Agreement shall be deleted in its entirety and replaced with the following:

4.2 Different Packages Operator will only make each Digital Programming package provided to the Property by EchoStar under the terms and conditions of this Agreement available to the Subscribers who select such package in accordance with the terms and conditions of this Agreement, and also provide any other programming required by the Federal Communications Commission or applicable law.

5. Section 4.6 of the Bulk Agreement shall be deleted in its entirety and replaced with the following:

4.6 No Changes. Operator shall select a minimum level of Bulk Programming consisting of: (i) one of the Bulk Programming packages designated in Schedule 1 (which schedule is attached hereto and incorporated herein by reference) as a "Base Bulk Programming Package" and (ii) the local networks programming package in the event that Operator qualifies for such programming as determined in EchoStar's sole discretion. In addition to (and without limitation of) the foregoing, Operator may select from among any of the other Bulk Programming package(s) set forth on Schedule 1 (in each case as such package(s) may be modified by EchoStar at any time and from time to time in its sole discretion) for which Operator qualifies, if applicable and as determined in EchoStar's sole discretion. Notwithstanding anything else set forth herein to the contrary, after Operator has notified EchoStar of the Bulk Programming package(s) it has selected pursuant to the foregoing: (i) in no event shall Operator have the right to change such programming package(s) and (ii) Operator shall make such programming package(s) available to all dwelling units at the Property throughout the entire Term of this Agreement.

6. Section 4.6 of the Digital Agreement shall be deleted in its entirety.

7. The second sentence of Section 7.1 of the Digital Agreement shall be deleted in its entirety and replaced with the following two sentences:

"Net Revenues" with respect to Eligible Digital Programming activated on a Subscriber Account means the gross revenues actually received by EchoStar from Operator for the upgrade of the Bulk Programming packages selected by Operator pursuant to the terms and conditions of the Bulk Agreement

Neighborhood Value Program Amendment to Programming Services Agreements
EchoStar Proprietary and Confidential
Page 1 of 5

LEJJDG Neighborhood Value Program Amendment to PSAs FINAL 0722058

Initial: EchoStar _____ Operator _____

to the basic Digital Programming packages of America's Top 120, America's Top 180, DISH Latino, premium channels, international programming, sports channel packages, high definition programming and adult recurring monthly programming that is activated on a Subscriber Account, less any applicable taxes, duties and similar charges, after applying any refunds, credits, charge backs and offsets. Notwithstanding the foregoing, Net Revenues with respect to Eligible Digital Programming that is activated on a Subscriber Account: (i) shall not include any amounts owing to EchoStar in connection with Bulk Programming and/or any of the programming packages otherwise provided by EchoStar pursuant to the terms and conditions of the Bulk Agreement and (ii) shall (in the case of America's Top 120 or America's Top 180 or any successor package thereto) be strictly limited to the corresponding rate per Subscriber determined in accordance with the table set forth in Schedule 1.

8. The following shall be added immediately following the last sentence of Section 11 of the Bulk Agreement:

In addition to (and without limitation of) the foregoing and solely with respect to changes to Bulk Programming, notice from EchoStar to Operator via posting on EchoStar's consumer website or via the sending of an e-mail to Operator's e-mail address of record as set forth in the Digital Programming Services Agreement between the parties shall constitute the giving thereof, and it shall be Operator's sole responsibility to keep itself informed of all such notices.

9. The following shall be added immediately following the last sentence of Section 12 of the Digital Agreement:

In addition to (and without limitation of) the foregoing and solely with respect to changes to Digital Programming and Eligible Digital Programming, notice from EchoStar to Operator via posting on EchoStar's consumer website or via the sending of an e-mail to Operator's e-mail address of record as set forth herein shall constitute the giving thereof, and it shall be Operator's sole responsibility to keep itself informed of all such notices.

10. Schedule 1 to the Bulk Agreement shall be deleted in its entirety and replaced with new Schedule 1 to the Bulk Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

11. Schedule 1 to the Digital Agreement shall be deleted in its entirety and replaced with new Schedule 1 to the Digital Agreement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

12. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend, or modify all or any part of the Bulk Agreement or the Digital Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgment by EchoStar that any agreement exists between Operator and EchoStar, that if such agreement exists, such agreement is in full force and effect, or that Operator is not in breach or default thereunder. Nothing contained herein shall serve to revive an agreement that has expired or terminated pursuant to its terms and conditions. Furthermore, nothing contained herein shall constitute a waiver by either party of any rights or remedies it may have under the terms and conditions of the Bulk Agreement or the Digital Agreement.

13. All capitalized terms not defined herein shall have the meaning ascribed to them in the Bulk Agreement or the Digital Agreement, as applicable.

14. This Amendment constitutes the entire agreement between Operator and EchoStar with respect to the subject matter hereof. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between them which alter, amend, modify or supplement this Amendment.

OPERATOR AND ECHOSTAR HEREBY REPRESENT, WARRANT, ACKNOWLEDGE, AND AGREE THAT: (A) THEIR INDEPENDENT COUNSEL HAS REVIEWED OR THEY HAVE BEEN GIVEN A REASONABLE OPPORTUNITY FOR THEIR INDEPENDENT COUNSEL TO REVIEW (BUT DECLINED SUCH REVIEW) THIS AMENDMENT; (B) THE TERMS AND CONDITIONS OF THIS AMENDMENT AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF HAVE BEEN COMPLETELY AND CAREFULLY READ BY AND EXPLAINED TO THE PARTIES; (C) THE TERMS AND CONDITIONS OF THIS AMENDMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY EACH PARTY AND EACH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS; AND (D) THIS AMENDMENT IS MADE AND ENTERED INTO VOLUNTARILY BY EACH PARTY, FREE OF UNDUE INFLUENCE, COERCION, DURESS, MENACE OR FRAUD OF ANY KIND WHATSOEVER, AND HAS BEEN EXECUTED BY EACH PARTY OF THEIR OWN FREE WILL

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment effective as of the date first written above.

OPERATOR	ECHOSTAR SATELLITE L.L.C.
By: _____	By: _____
Name: Mario M. Bustamante	Name: _____
Title: CEO	Title: _____

EXHIBIT A
BULK PROGRAMMING SERVICES AGREEMENT
SCHEDULE 1

Base Bulk Programming Packages

Operator shall select one of the following Base Bulk Programming Packages:

- America's Top 60* - [REDACTED] per month
- America's Top 120* - [REDACTED] per month
- America's Top 180* - [REDACTED] per month

In the event that Operator qualifies for such programming as determined by EchoStar in its sole discretion, Operator shall select the following Bulk Programming package:

- Local networks programming* ** - [REDACTED] per month

In addition to the above Bulk Programming packages, Operator may select the following Bulk Programming premium channel package

- HBO "the Works", Showtime "Unlimited", Cinemax, and Starz! Encore - [REDACTED] per month

*Visit http://www.dishnetwork.com/content/programming_prices_packages_and_programming_information.

**Visit <http://customersupport.dishnetwork.com/customernetqualifyingCustomerLocalsCheck.jsp> to see whether the Property may qualify for local networks programming.

ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bulk Programming Services Agreement to which this Schedule 1 is attached.

EXHIBIT 2

EXHIBIT A
BULK PROGRAMMING SERVICES AGREEMENT
SCHEDULE 1

Base Bulk Programming Packages

Operator shall select one of the following Base Bulk Programming Packages:

- America's Top 60* - [REDACTED] per month
- America's Top 120* - [REDACTED] per month
- America's Top 180* - [REDACTED] per month

In the event that Operator qualifies for such programming as determined by EchoStar in its sole discretion, Operator shall select the following Bulk Programming package:

- Local networks programming*** - [REDACTED] per month

In addition to the above Bulk Programming packages, Operator may select the following Bulk Programming premium channel package

- HBO "the Works", Showtime "Unlimited", Cinemax, and Starz! Encore - [REDACTED] per month

*Visit http://www.dishnetwork.com/content/programming_prices_packages_and_programming_information.

**Visit <http://customersupport.dishnetwork.com/customernetqualifyingCustomerLocalsCheck.jsp> to see whether the Property may qualify for local networks programming.

ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bulk Programming Services Agreement to which this Schedule 1 is attached.

EXHIBIT 3

Additional Bulk Services

	Add	Remove	Price Per Drop
Electronic Programming Guide (EPG) Data Access Service (FTG Headend Locations Only) <i>DSI reserves the right to audit per the applicable agreement(s).</i>	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
HD Over Coax (please type in approved manufacturer) <i>DSI reserves the right to audit per the applicable agreement(s).</i>	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	

Core Bulk Programming Packages (please check services ordered)

	Add	Remove	Price Per Drop
Essentials	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
America's Top 120	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
America's Top 200	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
America's Top 250	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Add HD (requires minimum subscription of America's Top 120)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Premier (Hospitality Only) *Premier cannot be used for L-Band Installations.	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
DishLATINO Clasko	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
University Pack (Available to Universities and Student Housing Properties Only)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	

Add-On Packages (requires subscription to one core package)

	Add	Remove	Price Per Drop
Blockbuster@Home	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Variety	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
Classic & Country	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
Education & Arts	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
Beyond Entertainment	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
History & More	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
News & Lifestyle	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
The Edge	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
The Escape	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Golf	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Comedy & Music	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	
Action Pack	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Discovery Pack	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
BET	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
CNBC	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Expanded HD Package	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Sirius Music	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Pequeño Latino (Spanish)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
CNN en Español	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Local Networks Transport	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Local Networks	<input checked="" type="checkbox"/> Add	<input type="checkbox"/> Remove	

Sports Packages

	Add	Remove	Price Per Drop
ESPN A La Carte	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Pak 1 (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Pak 2 (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Pak 3 (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Pak 4 (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Pak 5 (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Puerto Rico / Virgin Islands ESPN Package (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
ESPN Deportes (All channels in the package must be displayed)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Multi-Sport Package (available only with America's Top 200 or 250)	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Regional Sports a la carte (Hotels/Motels only) Quantity <input type="text"/>	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Regional Sports a la carte (all other bulk properties) Quantity <input type="text"/>	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Please Specify <input type="text"/>			
Big Ten Network	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
PAC 12	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
Sports Time Ohio	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
CBS Sports Network	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
MLB Network	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
NFL Network	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	
The Tennis Channel	<input type="checkbox"/> Add	<input type="checkbox"/> Remove	

EXHIBIT 4

From: <Barclay>, Troy <Troy.Barclay@dish.com>
Date: Friday, October 9, 2015 at 12:24 PM
To: Luis Rodriguez <luis@opticaltel.com>
Cc: "Rudd, Michael" <Michael.Rudd@dish.com>
Subject: RE: FCC regarding Glades Country Club and Sail Harbor

Luis,

Also sending you the template used during 2006. The one attached is from Nov and is the same as what was used for Glades in Dec of that same year.

Please let us know if you have questions.

Thanks,
Troy



Troy Barclay
Sr. Operations Analyst
Contract Administration | Commercial Services
O: 720.514.5811
F: 303.723.3518

BULK PROGRAMMING SERVICES AGREEMENT

This Bulk Programming Services Agreement ("Bulk Agreement") is entered into by and between EchoStar Satellite L.L.C., a Colorado limited liability company located at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("EchoStar") and the ("Operator") identified below. This Bulk Agreement includes the following Attachments the terms and conditions of which are hereby incorporated by reference in their entirety:

- Schedule 1 - Bulk Programming Rate Card
- Schedule 2 - Equipment Order Form
- Schedule 3 - Equipment Pricing
- Schedule 4 - Bulk Headend Services Form

OPERATOR:

Legal Name of Entity: _____
Type of Entity: _____
State of Formation: _____
D/B/A: _____
Address for Notices: _____
Facsimile: _____
Telephone: _____
Property Name: _____
Property Address: _____

FOR INTERNAL USE ONLY:

Operator Number: _____
System Number: _____

NOTE: THIS AGREEMENT MUST BE COMPLETED FOR EACH PROPERTY.

Effective Date: 11 / 1 / 2007 (To be completed upon execution)
(Month) (Day) (Year)

Expiration Date of Initial Term: 11 / 1 / 2010 (To be completed upon execution)
(Month) (Day) (Year)

In witness whereof, EchoStar and Operator have caused their duly authorized representatives to execute this Agreement as of the Effective Date set forth above.

ECHOSTAR SATELLITE L.L.C.

By EchoStar DBS Corporation, its sole member

By: [Signature]
(authorized signature)
Printed Name: Brian J York
Title: VP

OPERATOR

By: [Signature]
(authorized signature)
Printed Name: _____
Title: _____

Initial: EchoStar [Signature] Operator [Signature]

NEIGHBORHOOD VALUE PROGRAM AMENDMENT
TO
PROGRAMMING SERVICES AGREEMENTS

This Neighborhood Value Program Amendment to Programming Services Agreements (the "Amendment") is made and effective as of this 15 day of June 2007, (the "Effective Date") by and between EchoStar Satellite L.L.C. ("EchoStar"), formerly known as EchoStar Satellite Corporation, having a place of business at 2601 S. Meridian Boulevard, Englewood, Colorado 80112 and [REDACTED], having a place of business at [REDACTED] ("Operator").

RECITALS

WHEREAS, EchoStar and Operator have previously entered into a Bulk Programming Services Agreement (the "Bulk Agreement") and a Digital Programming Services Agreement ("the Digital Agreement") (the Bulk Agreement and the Digital Agreement may be referred to from time to time hereinafter individually as a "PSA" and collectively as the "PSAs"), in each case with respect to the following property (the "Property"):

Property Name: [REDACTED]
(as identified in both PSAs; only one Amendment per Property)

Property Address: [REDACTED]
(as identified in both PSAs; only one Amendment per Property)

WHEREAS, the parties wish to amend each PSA as described below:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree to amend each PSA as follows:

1. The following definition shall be added to the Digital Agreement:

"Bulk Programming" means any video or audio programming service delivered to Operator pursuant to the terms and conditions of a Bulk Programming Services Agreement in effect (in whole or in part) between the parties (the "Bulk Agreement").

2. The first sentence of Section 3.1 of the Digital Agreement shall be deleted in its entirety and replaced with the following:

In the event that a Subscriber at the Property elects to receive any of the Digital Programming set forth in Schedule I, EchoStar will provide the Digital Programming selected by such subscriber to the receiving equipment at the Property for distribution to such subscriber through a DISH DBS Receiver.

3. The third sentence of Section 3.1 of the Bulk Agreement shall be deleted in its entirety and replaced with the following:

In no event shall different Bulk Programming packages be offered to different Subscribers.

4. Section 4.2 of the Digital Agreement shall be deleted in its entirety and replaced with the following:

4.2 Different Packages. Operator will only make each Digital Programming package provided to the Property by EchoStar under the terms and conditions of this Agreement available to the Subscribers who select such package in accordance with the terms and conditions of this Agreement, and also provide any other programming required by the Federal Communications Commission or applicable law.

5. Section 4.6 of the Bulk Agreement shall be deleted in its entirety and replaced with the following:

4.6 No Changes. Operator shall select a minimum level of Bulk Programming consisting of: (i) one of the Bulk Programming packages designated in Schedule I (which schedule is attached hereto and incorporated herein by reference) as a "Basic Bulk Programming Package" and (ii) the local networks programming package in the event that Operator qualifies for such programming as determined in EchoStar's sole discretion. In addition to (and without limitation of) the foregoing, Operator may select from among any of the other Bulk Programming package(s) set forth on Schedule I (in each case as such package(s) may be modified by EchoStar at any time and from time to time in its sole discretion) for which Operator qualifies, if applicable and as determined in EchoStar's sole discretion. Notwithstanding anything else set forth herein to the contrary, after Operator has notified EchoStar of the Bulk Programming package(s) it has selected pursuant to the foregoing: (i) in no event shall Operator have the right to change such programming package(s) and (ii) Operator shall make such programming package(s) available to all dwelling units at the Property throughout the entire Term of this Agreement.

6. Section 4.6 of the Digital Agreement shall be deleted in its entirety.

7. The second sentence of Section 7.1 of the Digital Agreement shall be deleted in its entirety and replaced with the following two sentences:

"Net Revenues" with respect to Eligible Digital Programming activated on a Subscriber Account means the gross revenues actually received by EchoStar from Operator for the upgrade of the Bulk Programming packages selected by Operator pursuant to the terms and conditions of the Bulk Agreement

Neighborhood Value Program Amendment to Programming Services Agreements
EchoStar Proprietary and Confidential

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L:\JDG\Neighborhood Value Program Amendment to PSAs FINAL 040107

Initial: EchoStar [Signature] Operator [Signature]

to the basic Digital Programming packages of America's Top 200, America's Top 250, DISH Latino, premium channels, international programming, sports channel packages, high definition programming and adult recurring monthly programming that is activated on a Subscriber Account, less any applicable taxes, duties and similar charges, after applying any refunds, credits, charge backs and offsets. Notwithstanding the foregoing, Net Revenues with respect to Eligible Digital Programming that is activated on a Subscriber Account: (i) shall not include any amounts owing to EchoStar in connection with Bulk Programming and/or any of the programming packages otherwise provided by EchoStar pursuant to the terms and conditions of the Bulk Agreement and (ii) shall (in the case of America's Top 200 or America's Top 250 or any successor package thereto) be strictly limited to the corresponding rate per Subscriber determined in accordance with the table set forth in Schedule 1.

8. Schedule 1 to the Bulk Agreement shall be deleted in its entirety and replaced with new Schedule 1 to the Bulk Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

9. Schedule 1 to the Digital Agreement shall be deleted in its entirety and replaced with new Schedule 1 to the Digital Agreement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

10. Except as expressly modified herein, this Amendment is not intended to, and does not, alter, amend, or modify all or any part of the Bulk Agreement or the Digital Agreement. The distribution of this Amendment shall not be construed as an admission or acknowledgement by EchoStar that any agreement exists between Operator and EchoStar, that if such agreement exists, such agreement is in full force and effect, or that Operator is not in breach or default thereunder. Nothing contained herein shall serve to revive an agreement that has expired or terminated pursuant to its terms and conditions. Furthermore, nothing contained herein shall constitute a waiver by either party of any rights or remedies it may have under the terms and conditions of the Bulk Agreement or the Digital Agreement.

11. All capitalized terms not defined herein shall have the meaning ascribed to them in the Bulk Agreement or the Digital Agreement, as applicable.

12. This Amendment constitutes the entire agreement between Operator and EchoStar with respect to the subject matter hereof. The parties specifically acknowledge there are no unwritten side agreements or oral agreements between them which alter, amend, modify or supplement this Amendment.

OPERATOR AND ECHOSTAR HEREBY REPRESENT, WARRANT, ACKNOWLEDGE, AND AGREE THAT: (A) THEIR INDEPENDENT COUNSEL HAS REVIEWED OR THEY HAVE BEEN GIVEN A REASONABLE OPPORTUNITY FOR THEIR INDEPENDENT COUNSEL TO REVIEW (BUT DECLINED SUCH REVIEW) THIS AMENDMENT; (B) THE TERMS AND CONDITIONS OF THIS AMENDMENT AND EACH AND EVERY PARAGRAPH AND EVERY PART HEREOF HAVE BEEN COMPLETELY AND CAREFULLY READ BY AND EXPLAINED TO THE PARTIES; (C) THE TERMS AND CONDITIONS OF THIS AMENDMENT ARE FULLY AND COMPLETELY UNDERSTOOD BY EACH PARTY AND EACH PARTY IS COGNIZANT OF ALL OF SUCH TERMS AND CONDITIONS AND THE EFFECT OF EACH AND ALL OF SUCH TERMS AND CONDITIONS; AND (D) THIS AMENDMENT IS MADE AND ENTERED INTO VOLUNTARILY BY EACH PARTY, FREE OF UNDUE INFLUENCE, COERCION, DURESS, MENACE OR FRAUD OF ANY KIND WHATSOEVER, AND HAS BEEN EXECUTED BY EACH PARTY OF THEIR OWN FREE WILL.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment effective as of the date first written above.

OPERATOR

ECHOSTAR SATELLITE L.L.C.

By: _____

By: B. J. [Signature]

Name: _____

Name: BRIAN J. [Signature]

Title: _____

Title: VP

Neighborhood Value Program Amendment to Programming Services Agreements
EchoStar Proprietary and Confidential

Page 2 of 5

L:\JDC\Neighborhood Value Program Amendment to PSAs FINAL 040107

Initial: EchoStar [Signature] Operator [Signature]

EXHIBIT A
BULK PROGRAMMING SERVICES AGREEMENT
SCHEDULE I

Base Bulk Programming Packages

Operator shall select one of the following Base Bulk Programming Packages:

- America's Top 100* - [REDACTED] per month
- America's Top 200* - [REDACTED] per month
- America's Top 2500* - [REDACTED] per month

In the event that Operator qualifies for such programming as determined by EchoStar in its sole discretion, Operator shall select the following Bulk Programming package:

- Local networks programming* ** - [REDACTED] per month

In addition to the above Bulk Programming packages, Operator may select the following Bulk Programming premium channel package

- HBO "the Works", Showtime "Unlimited", Cinemax, and Starz!Encore - [REDACTED] per month

*Visit <http://commercial.dishnetwork.com/> prices, packages and programming information.

**Visit <http://customersupport.dishnetwork.com/customernetqual/ncCustomerLocalsCheck.jsp> to see whether the Property may qualify for local networks programming.

ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bulk Programming Services Agreement to which this Schedule I is attached.

Initial: EchoStar [Signature] Operator [Signature]

EXHIBIT 5

EXHIBIT A
BULK PROGRAMMING SERVICES AGREEMENT
SCHEDULE 1

Base Bulk Programming Packages

Operator shall select one of the following Base Bulk Programming Packages:

- America's Top 60* - [REDACTED] per month
- America's Top 120* - [REDACTED] per month
- America's Top 180* - [REDACTED] per month

In the event that Operator qualifies for such programming as determined by EchoStar in its sole discretion, Operator shall select the following Bulk Programming package:

- Local networks programming* ** - [REDACTED] per month

In addition to the above Bulk Programming packages, Operator may select the following Bulk Programming premium channel package

- HBO "the Works", Showtime "Unlimited", Cinemax, and Starz! Encore - [REDACTED] per month

*Visit http://www.dishnetwork.com/content/programming_prices_packages_and_programming_information.

**Visit <http://customersupport.dishnetwork.com/customermetqual/naCustomerLocalsCheck.jsp> to see whether the Property may qualify for local networks programming.

ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Bulk Programming Services Agreement to which this Schedule 1 is attached.



Your DISH Network Statement

February 11, 2009

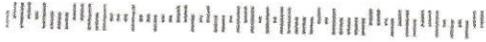
Page 1 of 2

DEPT 0063 PALATINE IL 60055-0053
8255 7000 NO RP 11 02122009 NNNNNY 01 007397

HCONTROL CORP
5000 SW 75TH AVE STE 103
MIAMI FL 33155-4468

*paid
OK 8885*

Account Number 8255 70 703 0142603
For Service at 16244 VIA SOLERA CIR
MASTER
FORT MYERS FL 33908-3725



Contact Us

Online: www.dishnetwork.com/commercial
Email: commercialfeedback@echostar.com
Phone: 1-800-454-0843



Did you forget...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption.

If payment has been made within the past 7-10 days, thank you and please disregard this message. Please pay this bill by subtracting the previous balance from the total due and include your payment with the return portion below.

Avoid missed payments with AutoPay
Use the return portion below to sign up to make future automatic payments directly from your credit card or bank account. Never miss a due date again.

Effective February 2009, DISH Network will change pricing on some of our programming packages. For complete information, please visit www.dishnetwork.com/2009Updates.

S.H - bulk

*posted
w/*

Charges from 02/20/09 - 03/19/09

Account Summary

Previous Balance	\$
Payment - Thank you	
Current Month Charges	
Adjustments	
Total Due Immediately	

See details on the back →

On February 17, 2009, the digital transition for your local TV stations will happen. See the back of the bill for information on what DISH Network is doing to ensure you are ready, and what, if anything, you need to do.

▼ If paying by mail, detach here and send the bottom return portion with your payment in the enclosed envelope. ▼



Account Number: HCONTROL CORP
8255 70 703 0142603
February 11, 2009

Service Date(s)	Detailed Charges
Jan 30	Previous Balance
Feb 06	Payment - Thank You
	Payment - Thank You

From	To	Current Month Charges
Feb 20	Mar 19	Classic Silver 200
		Ft. Myers Locals
		Sunshine Sports
		Sports Channel Florida

From To Partial Month Charges
This section shows any changes that have been made to your account since your last bill.

Feb 11 - Feb 19	Classic Silver 200
-----------------	--------------------

From To	Adjustments
Jan 07	Returned Item

Total Due Immediately

Correspondence

Please provide your name, telephone number and DISH Network account number whenever you contact us or need to send comments. See the front of this statement for contact information regarding billing matters or by mail: DISH Network, PO Box 9033, Littleton, CO 80160.
Do not write comments on the return portion of your statement, or send correspondence to the payment address.

Payment Information

All monthly services are billed one month in advance. Please send payment 7-10 days before due date to allow time for payment processing. Payments should be mailed to: DISH Network, Dept. 0063, Palatine, IL 60055-0063*

Easy Payment Methods*

- AutoPay with Paperless Billing - Go Green! Sign up by filling out the form at the bottom of this page or online at www.dishnetwork.com.
- Online - Click "Register" in the upper right corner of www.dishnetwork.com.
- Check - Write your DISH Network account number check or money order and send with the bottom portion of this page in the enclosed envelope.
- Phone - Call 1-888-202-3925. Phone payment is free for credit/debit cards.
- Cash - Visit our cash payment partner centers: Green Dot MoneyPak, Moneygram Express Pay, America's Cash Express, PreCash, or Western Union.

New Receiver Names effective February 1, 2009

- Solo receiver - Receiver supports 1 TV
- Duo receiver - Receiver supports 2 TVs
- Solo DVR receiver - DVR receiver supports 1 TV
- DuoDVR receiver - DVR receiver supports 2 TVs

Monthly Receiver Charges

- Solo, Duo, Solo DVR, DuoDVR Receivers (Standard Definition)
- Solo, Duo, Solo DVR, DuoDVR Receivers (High Definition)
- DISH DVR Service
- TV2 Receiver Connection

Monthly connection charge for Duo receivers will be waived when your Duo receiver is continuously plugged into a phone or internet connection.

Monthly Service Charges

- DishHOME Protection Plan (DHPP)*
Provides security as you receive service coverage on equipment replacement, discounted service calls and one free DishMOVE® per year.
- HD Enabling Fee

Applied when you have a DISH Network HD receiver and do not subscribe to DISH Network HD programming.

- Service Access Fee - Allows for access to specialty programming

Other Charges

- Late Charge - Applied 10 days after payment due date
- Reconnect Charge
- Returned Payment Charge
- Check By Phone Charge
- Transaction Fee - Applied for agent-handled transactions
- Removing programming, ordering PPV, Credit/Debit Card Payment
- Removing Adult Programming

Taxes

A taxable equipment rental fee of \$7/month (MPEG4 HD receivers) or \$5/month (standard definition and MPEG2 HD receivers) for the first receiver activated is included in your promotional base programming package price. The tax attributable to this fee has been included in the Taxes section in the Detailed Charges section.

*May vary for customers residing in apartment/condo complexes or other commercial properties.

DIGITAL TRANSITION:

After 2/17/09, analog TVs will not be able to receive over-the-air full-power local TV channels. DISH customers who receive local TV through DISH on all TVs will not be affected. If you receive local TV over-the-air on any analog TV - rather than from a DISH satellite - you need to act. Where available, you can subscribe to locals, or you can get a subsidized converter box, or digital TV. Visit dishnetwork.com/dt or dtv.gov. Converter box coupon info available at dtv2009.gov, or 888-DTV-2009. Analog TVs will still work with low-power TV, video games, VCRs, DVDs.



DEPT 0063 PALATINE IL 60055-0063
 8255 7000 NO RP 11 02122012 NNNNNY 01 003254 0008
 HCONTROL CORP
 1360 S DIXIE HWY STE 200
 CORAL GABLES FL 33146-2952

Bill Creation Date: February 11, 2012
 Account Number: 8255 7070 3014 2603
 Account Holder: HCONTROL CORP
 Service Address: 16244 VIA SOLERA CIR
 MASTER
 FORT MYERS FL 33908-3725



Did you forget . . .

We have not received payment for your last bill. Please pay this amount immediately to avoid service interruption and additional late fees. If you have made your payment within the past 7 - 10 days, thank you.

Avoid missed payments with AutoPay. Enroll in AutoPay with Paperless Billing to save time and money and make sure you won't miss a minute of programming. To sign up or to make a one time payment online, log in to your account at dish.com/myaccount.

Looking for a way to save each month? Call us at 1-800-333-DISH (3474) and let one of our customer service specialists review your account and get the right programming to fit your budget.

S.H. posted to QB 2/27

Summary

Previous Bill	
Payment(s)	
Balance Forward	
Bill Period 02/20/12 - 03/19/12	
Total Due Immediately	

Detail on back

Contact Us
 ☎ Online: dish.com/commercial
 @ Email: care@dish.com
 ☎ Phone: 1-800-454-0843

▼ Detach here and send the bottom return portion with your payment ▼



Payment Options

To pay for this month's bill:

- **By check** - Write your account number on your check and return this portion
- **By credit/debit card** - Go to dish.com/myaccount

To set up AutoPay with Paperless Billing:

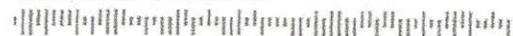
- **By check** - Fill out the reverse side of this form and return with your check payment.
- **By credit/debit card** - Go to dish.com/myaccount

Account Number: 8255 7070 3014 2603
 Account Holder: HCONTROL CORP
 Billing Address: 1360 S DIXIE HWY STE 200
 CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH NETWORK
 PO BOX 105169
 ATLANTA GA 30348-5169



825570703014260314130306

Handwritten mark



8255 7000 NO RP 11 02122012 NNNNNY 01 003254 0008

Bill Creation Date: February 11, 2012
Account Number: 8255 7070 3014 2603
Account Holder: HCONTROL CORP

Previous Activity

Feb 03 Previous Bill
Credit Card Payment
Balance Forward

Bill Period 02/20/12 - 03/19/12

Feb 20 - Mar 19 **Monthly Charges**
America's Top 200
Locals
FOX Sports Florida
Sun Sports

Jan 23 **One-Time Charges & Credits**
Late Fee 1/16/12

Feb 11 State/Local Tax (Sales)

Bill Period 02/20/12 - 03/19/12

Total Due Immediately

About your DISH Network Bill

Your monthly bill is mailed approximately 15 days before your bill period begins. Your balance is due by the "Bill Due By" date shown on your bill, which is approximately 5 days after your bill period begins.

Any changes you make to your service in the middle of your bill period may result in prorated month charges for added services and prorated month credits for discontinued services.

Do not write comments on the return portion of your bill, or send correspondence to the payments address. Our payment processing system can not read comments. All communications concerning disputed debts, including an instrument tendered as full satisfaction of debt, and any other complaints must be sent to DISH Network, P.O. Box 9033, Littleton, CO 80160.

Closed Caption contact info: 866-809-1143, Fax 720-514-7660, or closedcaptioning@dish.com. Written complaints: Mercedes Metzger, Closed Caption Compliance Manager, P.O. Box 9040, Littleton, CO 80120.

Visit dish.com/support/billing for general information about billing.

sbsbf00j

It's easy at dish.com

- Enroll in AutoPay
- Check your balance
- Pay your bill
- Change your programming
- Order PPV movies and more!

Cash Payment Options!

Use one of our great pay in cash partners to pay your bill without the hassle of writing a check!

- ACE: 1-888-753-2384
- Check Free: 1-800-676-6148
- Money Gram: 1-800-926-9400
- PreCash: 1-800-773-2274
- Softgate: 1-888-477-7297
- Western Union: 1-800-325-6000



DEPT 0063 PALATINE IL 60055-0063
8255 7000 NO RP 11 12122012 NNNNNYNN 01 003114 0007
HCONTROL CORP
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Creation Date: December 11, 2012
Account Number: 8255 7070 3014 2603
Account Holder: HCONTROL CORP
Service Address: 16244 VIA SOLERA CIR
MASTER
FORT MYERS FL 33908-3725

Sail Harbor



Important Reminder . . .

We have not received payment in full for your previous bill. A late fee has been assessed to your account. Please pay the total due immediately to avoid service interruption and additional late fees. If you have made your payment in the last 7-10 days, please disregard this message.

Avoid missed payments and enroll in AutoPay with Paperless Billing.

To sign up, or to make a one-time payment online, log in to your account at mydish.com/myaccount.

Looking for a way to save each month? Call us at 1-800-333-DISH (3474) and one of our customer service specialists will review your account and get you the right programming to fit your budget.

Passed
[Signature]

Summary

Previous Bill
Payment(s)
Balance Forward
Bill Period 12/20/12 - 01/19/13
Total Due Immediately



Detail on back

Contact Us

- Online: dish.com/commercial
- Email: care@dish.com
- Phone: 1-800-454-0843

▼ Detach here and send the bottom return portion with your payment ▼



Account Number: 8255 7070 3014 2603
Account Holder: HCONTROL CORP
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Payment Options

To pay for this month's bill:

- By check - Write your account number on your check and return this portion
- By credit/debit card - Go to mydish.com/myaccount

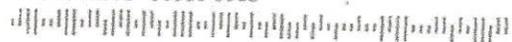
To set up AutoPay with Paperless Billing:

- By credit/debit card - Go to mydish.com/myaccount

Total Due Immediately

Amount Enclosed: \$ _____

DISH
DEPT 0063
PALATINE IL 60055-0063



825570703014260314957229



Bill Creation Date: December 11, 2012
Account Number: 8255 7070 3014 2603
Account Holder: HCONTROL CORP

Previous Activity

Nov 26 Previous Bill
Credit Card Payment
Balance Forward

Bill Period 12/20/12 - 01/19/13

Dec 20 - Jan 19 **Monthly Charges**
America's Top 200
Locals
FOX Sports Florida
Sun Sports

One-Time Charges

Nov 19 Late Fee 11-19-12
Dec 11 Late Payment

Dec 11 State/Local Tax (Sales)

Bill Period 12/20/12 - 01/19/13

Total Due Immediately



About your DISH Bill

Your monthly bill is mailed approximately 15 days before your bill period begins. Your balance is due by the "Bill Due By" date shown on your bill, which is approximately 5 days after your bill period begins.

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Do not write comments on the return portion of your bill, or send correspondence to the payments address. Our payment processing system can not read comments. All communications concerning disputed debts, including an instrument tendered as full satisfaction of debt, and any other complaints must be sent to DISH Network, P.O. Box 9033, Littleton, CO 80160.

Closed Caption contact info: 888-809-1143, Fax 720-514-7660, or closedcaptioning@dish.com. Written complaints: Marolides Metzger, Closed Caption Compliance Manager, P.O. Box 9040, Littleton, CO 80120.

Visit mydish.com/support for general information about billing.

BB4CF00N



It's easy at mydish.com

- Enroll in AutoPay
- Check your balance
- Pay your bill
- Change your programming
- Order PPV movies and more!

Walk-In Payment Options

You can pay with cash at one of our great pay in cash partner's walk-in locations!
Call using the number listed below to find out the location nearest you!

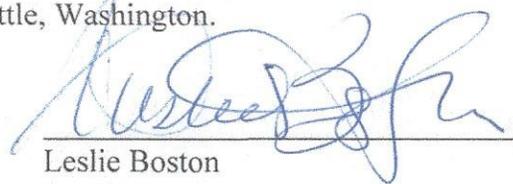
- Ace Cash Express: 1-877-Find-ACE
- Check Free: 1-855-578-6414
- Money Gram: 1-800-926-9400
- PreCash: 1-877-271-4073
- Softgate: 1-888-477-7297
- Western Union: 1-800-325-6000

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this date I sent, by first class U.S. mail and electronic delivery, a true and correct copy of the Petition for Reconsideration filed by Optical Telecommunications, Inc. and HControl Corporation, Inc. on September 14, 2016 to:

Wayne Johnsen, Esq.
WILEY REIN LLP
1776 K Street, NW
Washington, D.C. 20554

Dated September 14, 2016, at Seattle, Washington.

A handwritten signature in blue ink, appearing to read "Leslie Boston", is written over a horizontal line.

Leslie Boston
Legal Assistant