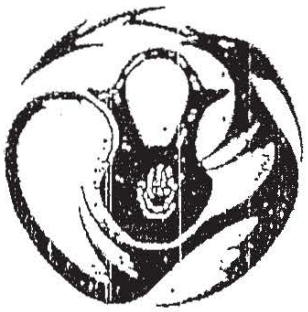
EXHIBIT 1

SANTA CLARA
POST OFFICE BOX 580
(505) 753-7326



INDIAN PUEBLO
ESPANOLA, NEW MEXICO
87532

RECEIVED
83 SEP 30 PM
LAND TITLES & RECORDS
BUR INDIAN AFFAIRS
ALBUQ NEW MEXICO

P.O. Box 3650
Espanola, N.M. 87532

Lease No. 5301262207
NPA-84-50-15

CONTRACT

This contract is entered into between the Santa Clara Pueblo (hereinafter SCP) and (Southwest Cable Corporation, Inc.) (hereinafter SWC) on the 30 day of April, 1982. Espanola Cable Vision

WHEREAS, SWC is now providing Cable television services to subscribers who live within the boundaries of SCP; and

WHEREAS, some of the subscribers being served with cable television services by SWC live within the boundaries of the Reservation and also within the municipal boundaries of the City of Espanola; and

WHEREAS, the City of Espanola franchise ordinance requires that SWC pay to the city of Espanola a franchise fee of 3 per cent of SWC's gross revenues derived from subscribers who reside within the boundaries of the City of Espanola; and

WHEREAS, it isthe intent of the parties to this agreement to provide for payment of a franchise fee to SCP based upon the gross receipts of SWC for sales of basic television services to persons residing within the boundaries of the Reservation whether or not they also live within the boundareis of the City of Espanola, and

WHEREAS, the parties do not intend to require SWC to pay franchise fees to both the City and SCP with regard to revenues derived from a particular person;

IT IS AGREED by the parties to this agreement that:

Section 1. SCP hereby grants to SWC the right to construct, erect, locate, relocate, repair, rebuild, operate and maintain a community antenna and closed circuit electronic system, (hereinafter called the "system"), in, upon, along, across, above, over, and under the streets, alleys, viaducts, public ways, public places and utility or public utility easements (hereinafter called the "public ways"), now laid out or dedicated, and all extensions thereof, and additions thereto on the Pueblo.

116 56 168

Section 2. The right to use and occupy said streets, alleys, public ways and places, and utility or public utility easements for the purposes herein set forth is hereby granted for twenty-five (25) years and shall be exclusive for the term granted herein.

Section 3. In consideration of the grant of authority to SWC to maintain, operate and locate its cable system on SCP, SWC agrees to:

(a) Pay to SCP three (3) per cent of its gross receipts derived from sale of basic service to persons within the boundaries of SCP. Gross receipts shall not include those revenues received by SWC in payment for premium services for which subscribers pay additional sums for additional programming or services.

(b) Agrees to allow all subscribers to its service within the reservation a one time half (½) price installation fee. The regular installation fee is $15.00 for basic and $10.00 for each premium service. This provision shall remain in effect for six months from the time services becomes available under this contract.

Section 4. SWC will indemnify and hold harless SCP from all claims, demands or suits including costs and attorney fees that may arise out of SWC's activities on SCP whether such claims, demands or sutis have merit or not.

Section 5. SWC agrees to restore any street, alley, or other SCP property to its original condition after completing the work and to adequately and properly place barriers and warning devices at such work sites until said site is restored to its original condition.

Section 6. All the terms, covenants and conditions of this contract shall be binding upon and inure to the benefit of the herirs, executors and administrators of the parties hereto.

Section 7. This contract embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, among the parties hereto.

Section 8. It is mutually understood and agreed that this contract shall be governed by the laws of the State of New Mexico both as to interpretation and performance.

Section 9. Any provision of this contract prohibited by the laws of the State of New Mexico, or otherwise, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this instrument.

WITNESS our hands and seals this 30 day of April, 1982.

SANTA CLARA PUEBLO

BY: _____
Paul Tafoya, Governor

ATTEST:

_____
Leonard Tapia, Secretary

SOUTHWEST CABLE CORPORATION

BY: _____
President

RECEIVED
SEP 30 PM 4:34
LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS:
COUNTY OF Rio Arriba)

The foregoing instrument was acknowledged before me this 30th day of April, 1982 by Paul Tafoya, Governor of Santa Clara Pueblo.

My Commission Expires:

July 27 1983

Mary Ann
Notary Public

STATE OF NEW MEXICO)
) SS:
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 30th day of April, 1982 by Dennis Salazar President of Southwest Cable Corporation, a _____ corporation on behalf of said corporation.

My Commission Expires:

July 27 1983

Mary Ann
Notary Public.

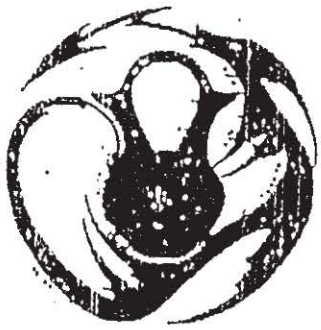
RECEIVED
'82 SEP 30 PM 4:34
LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX

SANCHEZ
GRANT
LOBATO
PUEBLO
GRANT
Ranchitos
San Jose
La Mesa
El Guache
El Llano
RIO ARRIBA COUNTY
SANTA FE COUNTY
Quarteles
Santa Cruz
NORTH
SANTA
ESPANOLA
Sombrillo
SANDOVAL
CLARA
Guachupangue
Santa Clara Pueblo
INDIAN
RESERVATION
PUEBLO
GRANT
La Mesilla
COUNTY
RIO ARRIBA COUNTY
BLACK MESA
ILDEFONSO
POJOAQUE
PUEBLO
SAN
Jacona
Pojoaque
NATIONAL
FOREST
DANDELIER
ILDEFONSO
Udorona Pueblo
San Antonio De Paduc Del Rancho
El Rancho
GRANT
Cuyamungue
NATIONAL
PUEBLO
GRANT
JACONA
LOS ALAMOS
MONUMENT
INDIAN
JACONA

EXHIBIT 2

9-21-82 ... SEP 30 PM 4:34
LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX

SANTA CLARA
POST OFFICE BOX 580
(505) 753-7326



INDIAN PUEBLO
ESPANOLA, NEW MEXICO
87532

SERVICE LINE AGREEMENT NPA-84-SC-15

THIS AGREEMENT is made and entered into this 27th day of Sep, 1982, by and between the Santa Clara Pueblo, (hereinafter SCP) and Southwest Cable Corporations, Inc. (hereinafter SWC)

WHEREAS, SWC is now providing cable television service to subscribers who are within the boundaries of SCP: and

WHEREAS, it is the intent between the parties of this agreement to provide payment of a franchise fee to SCP based upon the gross receipts of SWC on sales of basic television services provided to persons residing within the boundaries of the Santa Clara Pueblo Proper.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the SCP and the SWC do mutually agree as follows in accordance with 25 CFR: 169.22.

1. SCP hereby grants to SWC the right to construct, erect, locate, relocate, repair, rebuild, operate and maintain a community antenna and closed circuit electronic system which is herein defined as a television cable, (hereinafter called the "System 0"), in, upon, along, across, above, over and under the streets, alleys, viaducts, highways, and roads belonging to the Pueblo or dedicated, and all extensions thereof, and additions there to and all within the boundaries of the Pueblo as shown on map, as Exhibit "A" attached hereto.

2. The right to use and occupy said streets, alleys, highways, and roads for purpose of service line herein set forth is hereby granted for twenty-five (25) years.

3. In consideration of the Service Line Agreement to SWC for maintenance, operation, locating or relocating the cable system on SCP, SWC agrees to:

   a. Pay to SCP three (3) percent of its gross receipts derived from sale of basic service to persons within the boundaries of SCP proper. SWC shall have sixty (60) days after the close of each fiscal year of the term hereof, submit to the SCP and the N.P.A. Realty certified statements of gross receipts from sale of basic services by SWC. For the purposes hereof the fiscal year shall be from October 31st of each year to October 30th of next calendar year. Said statement shall be

716-30 00

prepared by a Certified Public Accountant licensed in the State of New Mexico in conformity with standard accounting procedures. Any duly authorized representative of the United States or of the SCP shall have access to and right to examine or audit any pertinent books, documents, papers and records of the SWC relating to Santa Clara Pueblo.

b. Allow all subscribers to its service within the reservation a one time half (½) price installation fee. The regular installation fee is $15.00 for basic and $10.00 for each premium service. The provision shall remain in effect for six months from the time services becomes available under this service line agreement.

4. SWC will indemnify and hold harmless SCP from all claims, demands or suits including costs and attorney fees that may be arise out of SWC's activities on SCP lands, whether such claim demands or suits have merit or not.

5. SWC agrees to restore any street, alley, roads or other SCP property to its original condition after completing the work and to adequately and properly place barriers and warning devices at such work sites until said site is restored to its original condition.

6. All the terms, covenants and conditions of this Service Line Agreement shall be binding upon and inure to the benefit of the heirs, executors and administrators of the parties hereto.

7. This Service Line Agreement embodies that whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, among the parties hereto.

8. It is mutually understood and agreed that this service line agreement shall be governed by the Code of Federal Regulations and Santa Clara Pueblo as to interpretation and performance.

9. Any provision of this contract prohibited by the Code of Federal Regulations shall be in ineffective to the extent of such prohibition without invalidating the remaining provisions of this instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this 27th day of February, 19 84.

SANTA CLARA PUEBLO

BY: Jose M. Tafoya
Jose M. Tafoya, Governor

ATTEST:

Francis Tafoya
Francis Tafoya, Secretary

SOUTHWEST CABLE CORPORATION

BY: [illegible]
President

RESOLUTION

At a duly called meeting of the Council of the Pueblo of Santa Clara on 2/27, 1984, the Pueblo Governor was authorized and directed to execute the foregoing service line agreement for and behalf of the Pueblo.

CERTIFICATION

I, the undersigned, as Governor of the Pueblo of Santa Clara, do hereby certify that the Santa Clara Pueblo Council, at a duly called meeting, which was convened and held on 2/27, 1984, at Santa Clara Pueblo, New Mexico, approved the resolution, a quorum being present, and that 11 voted for, and 0 opposed.

Jose M. Tafoya
Governor

ATTEST:

Francis Tafoya
Secretary

for [illegible]
ACTING Superintendent, Approving Official
Northern Pueblos Agency
Bureau of Indian Affairs

RECEIVED
LAND TITLES & RECORDS
BUR INDIAN AFFRS
ALBUQ N MEX
'86 SEP 30 PM 4:34

Authority: 10 BIAM, Section 2.14
Amendment No: 2
AAO Redelegation Order #2

Approved MAR 13 1984, 19 ____.

TOTAL P.08

EXHIBIT 3

3-27-99

SANTA CLARA
POST OFFICE BOX 580
(505) 753-7326
(505) 753-7330

INDIAN PUEBLO
ESPANOLA, NEW MEXICO
87532

OFFICE OF GOVERNOR

RESOLUTION NO. 99-06

CONSENTING TO THE ASSIGNMENT
OF CABLE TELEVISION SYSTEM

WHEREAS, the Pueblo of Santa Clara (the "Pueblo") is a sovereign Indian tribal government, recognized by the Secretary of the United States Department of the Interior, and having an approved Constitution and Bylaws that established the Pueblo of Santa Clara Tribal Council ("Council") as the governing body of the Pueblo and authorized such Council to enact ordinances to raise revenue, regulate trade, and to govern activities occurring within the boundaries of the lands of the Pueblo; and

WHEREAS, on April 30, 1992, the Council and Southwest Cable Corporation, Inc. ("Southwest") executed a Contract establishing cable services within lands under the jurisdiction of the Pueblo, on February 27, 1984, the Council and Southwest executed a Service Line Agreement for the provision of cable services within lands known as the Pueblo Proper, and on March 13, 1984 the Contract and Agreement (together the "Agreements") were approved by the Superintendent of the Northern Pueblos Agency of the Bureau of Indian Affairs; and

WHEREAS, the Agreement granted to Southwest the authority to maintain, operate, locate, and relocate its cable television system on Pueblo lands, including but not limited to the Pueblo Proper; and

WHEREAS, rights granted to Southwest under the Agreements were transferred first to Espanola Cable Vision, and then to Mark Twain Cablevision Limited Partnership, a Missouri limited partnership ("Twain") and those rights continue to be held by Twain; and

WHEREAS, Twain has entered into a Purchase Agreement dated August 19, 1998 (Agreement") with US Cable Acquisition, LLC ("Acquisition") pursuant to which Twain has agreed to sell the cable television system serving Santa Clara Pueblo to Acquisition which will assign all its rights and obligations under the Agreement to US Cable of Coastal Texas, L.P., a New Jersey limited partnership ("US Cable"); and

WHEREAS, the approval of the Pueblo is required to transfer the Agreements and Twain is seeking the consent of the Pueblo for the assignment to US Cable of the Agreements and the rights thereunder to own and operate a cable television system in the Pueblo; and

WHEREAS, the Pueblo is willing to consent to such assignment of the Agreements by Twain to Acquisition and then by Acquisition to US Cable;

NOW, THEREFORE, BE IT RESOLVED that the Pueblo of Santa Clara hereby consents to the transfer by Twain to Acquisition and then by Acquisition to US Cable of all rights, title, and interest in and obligations under the Agreements that may exist; and

BE IT FURTHER RESOLVED that consent granted under this Resolution is limited to the ultimate assignment of the Agreements to US Cable and is not intended to nor does it grant any rights in real property owned by the Pueblo of Santa Clara not specifically identified in the Service Line Agreement, including but not limited to lands located within the boundaries of the City of Espanola;

BE IT FURTHER RESOLVED that rights to posses or use Pueblo lands within the exterior boundaries of the Santa Clara Reservation are effectively only to the extent that such rights have been conveyed by the Pueblo in compliance with federal and tribal law and that such rights are assignable only as authorized by federal and tribal law; and

BE IT FINALLY RESOLVED that this Resolution shall become operative upon its execution by the Governor of the Pueblo; *provided* that, if the Pueblo does not receive written notice that an actual written assignment is executed and delivered to US Cable by Twain within thirty (30) days after such execution and delivery, the consent contained within this Resolution shall be withdrawn.

CERTIFICATION

I, the undersigned, as governor of the Pueblo of Santa Clara, do hereby certify that the foregoing resolution was considered and adopted by the Tribal Council at a duly called meeting at the Pueblo of Santa Clara on 24 day of March, 1999, at which a quorum was present, and that the same was adopted by a vote of 9 in favor, Ø opposed, Ø abstaining, and 3 absent.

Walter Dasheno

ATTEST:

Secretary

Santa Cruz

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August 12, 1985

Dear Governor Lawrence Singer,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, Edward Naranjo hereby acknowledge receipt of this letter and notice of transfer.

By: Edward Naranjo
Title: Commissioner 8/14/85

Southwest Cable
603 East Pueblo
Espanola, NM 87532

RECEIVED
BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY
AUG 13 1985
AM 7|8|9|10|11|12|1|2|3|4|5|6 PM

August 12, 1985

Dear Gil Tercero,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: _____

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August [illegible], 1990

Dear Mr. Emilio Naranjo,

Please be advised that Southwest Cable Corporation, [illegible] is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The [illegible] to Espanola Cablevision, Inc. Pursuant to the terms and [illegible] tions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, [illegible]

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation,

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: Purchasing Agent

Espanola Cablevision Inc.
603 EAST PUEBLO AVENUE ESPANOLA, NEW MEXICO 87532
(505) 753-7304

November 24, 1987

Governor Tony Trujillo
PO Box 1099
San Juan Pueblo, NM 87566

Dear Governor Tony Trujillo:

Please be advised that Espanola Cablevision, Inc. will transfer all its assets in the City of Espanola and surrounding area to Mark Twain Cablevision Limited Partnership on or about January 2, 1988. The sale will include the cable television system serving the San Juan Pueblo. Dennis Salazar will continue to manage the cable television system after the sale. Pursuant to the terms and conditions of the sale, Mark Twain Cablevision Limited Partnership will be responsible for all previous commitments of Espanola Cablevision, Inc.

Please be on notice that the transfer shall take place on or about January 2, 1988. The new company will be controlled and managed by the same personnel that own and operate the system presently. The change in form of ownership is being made for tax purposes and to bring additional capitol to improve the cable system.

Sincerely,

Dennis Salazar, General Manager

The undersigned hereby acknowleges receipt of this letter and notice of transfer.

By: [illegible]
Title: Pres. [illegible]
Date: 11/24/87

20650 (12 miles of lines/miles)

Espanola Cablevision Inc.
503 EAST PUEBLO AVENUE ESPANOLA, NEW MEXICO 87532
(505) 753-7304

November 30, 1987

Governor Frankie Gutierrez
PO Box 580
Espanola, NM 87532

Dear Governor Frankie Gutierrez:

Pleased be advised that Espanola Cablevision, Inc. will transfer all its assets in the City of Espanola and surrounding area to Mark Twain Cablevision Limited Partnership on or about January 2, 1988. The sale will include the cable television system serving the Santa Clara Pueblo. Dennis Salazar will continue to manage the cable television system after the sale. Pursuant to the terms and conditions of the sale, Mark Twain Cablevision Limited Partnership will be responsible for all previous committments of Espanola Cablevision, Inc.

Please be on notice that the transfer shall take place on or about January 2, 1988. The new company will be controlled and managed by the same personnel that own and operate the system presently. The change in form of ownership is being made for tax purposes and to bring additional capitol to improve the cable system.

Sincerely,

Dennis Salazar, General Manager

The undersigned hereby acknowledges receipt of this letter and notice of transfer.

By: [illegible]
Title: [illegible]
Date: December 1, 1987

Espanola NM, 87532

August 12, 1985

Southwest Cable
603 East Pueblo
Espanola, NM 87532

Dear Mr. Vidal Martinez,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, Beatrice R. Chavez hereby acknowledge receipt of this letter and notice of transfer.

By: Beatrice Chavez
Title: Secretary
8/12/85

Southwest Cable
603 East Pueblo
Espanola, NM 87532

RECEIVED
BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY
AUG 13 1985
AM PM
7 8 9 10 11 12 1 2 3 4 5 6

August 12, 1985

Dear Gil Tercero,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger H. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: _____

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August [illegible]

Dear Mr. Emilio Naranjo,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The [illegible] to Espanola Cablevision, Inc. Pursuant to the terms and [illegible]tions of the sale Espanola Cablevision, Inc. will be respon[illegible] for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take pl[illegible] within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: Purchasing Agent

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August [illegible]

Dear Mr. Emilio Naranjo,

Please be advised that Southwest Cable Corporation, [illegible] is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The [illegible] to Espanola Cablevision, Inc. Pursuant to the terms and [illegible]tions of the sale Espanola Cablevision, Inc. will be respon[illegible] for all previous commitments of Southwest Cable Corporation, [illegible].

Please be on notice that such a transfer shall take pl[illegible] within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: _____

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August 12, 1985

Dear Govenor Jose E. Trujillo,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, _____ hereby acknowledge receipt of this letter and notice of transfer.

By: _____
Title: _____

Santa Clara

Southwest Cable
603 East Pueblo
Espanola, NM 87532

August 12, 1985

Dear Governor Lawrence Singer,

Please be advised that Southwest Cable Corporation, Inc. is currently negotiating a sale and transfer of all its assets in the city of Espanola and surrounding area. The sale will be to Espanola Cablevision, Inc. Pursuant to the terms and conditions of the sale Espanola Cablevision, Inc. will be responsible for all previous commitments of Southwest Cable Corporation, Inc.

Please be on notice that such a transfer shall take place within the next ninety days.

Sincerely,

Roger K. Leonard, President
Espanola Cablevision, Inc.

Sincerely,

Dennis Salazar, President
Southwest Cable Corporation, Inc.

I, Edward Naranjo hereby acknowledge receipt of this letter and notice of transfer.

By: Edward Naranjo
Title: Commissioner 8/12/85

EXHIBIT 4

Cable®
Corporation

28 West Grand Avenue • Montvale, NJ 07645-2100 • (201) 930-9000 • Fax (201) 930-9232

Santa Clara, NM
626

June 17, 2004

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Santa Clara Indian Pueblo
Post Office Box 580
Espanola, NM 87532

Attention: Robert E. Jenkins, Tax Administrator

Dear Mr. Jenkins:

US Cable of Coastal-Texas, L.P. ("US Cable") has appreciated the opportunity to serve the Pueblo of Santa Clara and its residents over the years. We are now looking forward to the renewal of our franchise.

As you may know, the Cable Communications Policy Act of 1984, as amended (the "Cable Act") contains provisions in Section 626 which detail a procedure for the renewal of franchises. In order to comply with these provisions, US Cable is formally requesting that the Pueblo of Santa Clara commence renewal proceedings in accordance with the requirements of Section 626(a) of the Cable Act.

The Cable Act does, however, in Section 626(h) provide for renewal of franchises without going through the extensive, formal procedure specified in Section 626(a) through (g). It seems to us that the informal process may be preferable for all concerned. Therefore, in accordance with Section 626(h) of the Cable Act, US Cable has enclosed a proposal for renewal via an Amendment to extend the term of the franchise currently in effect. Kindly review and if it meets with Santa Clara's approval, please have it executed after Santa Clara's due process and return to our office. In the event you wish to further discuss this matter, kindly contact me to set up a meeting at your convenience in the near future.

We look forward to working with you in this matter.

Sincerely,

US Cable of Coastal-Texas, L.P.

Daryl Koedyker
Regional Manager

DK:lc
Enclosure

cc: J. Appio
Franchise File

EXHIBIT 5

CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN

SANTA CLARA PUEBLO,
NEW MEXICO

AND

BAJA BROADBAND, LLC

CABLE TELEVISION FRANCHISE AGREEMENT

Santa Clara Pueblo, New Mexico, a federally recognized Indian tribe (the "Pueblo"), and Baja Broadband, LLC, a Delaware limited liability company, with offices at 1061 521 Corporate Center Drive, Suite 100, Fort Mill, SC 29707 ("Grantee") enter into this Cable Television Franchise Agreement ("Franchise Agreement") as of this _____ day of _____, 2012.

UNDERSTANDING

A. Grantee owns and operates a Cable System serving the Pueblo under an existing Franchise Agreement.

B. Grantee desires to continue to operate the Cable System and to provide services to its customers over the Cable System.

C. Since assuming the franchise, Grantee has substantially complied with all terms of the Franchise Agreement.

Based on the above understanding, the Pueblo and Grantee agree as follows:

AGREEMENT

1. Definitions

For purposes of this Franchise Agreement, the following definitions will apply:

"Basic Cable Service" is defined by the FCC as the lowest level of cable service a subscriber can buy. It includes, at a minimum, retransmission of local broadcast signals.

"Cable Act" will mean the Cable Communications Policy Act of 1984, as amended by the Cable Competition and Consumer Protection Act of 1992 and the 1996 Telecommunications Act.

"Cable Service" will mean:

(i) The one-way transmission to subscribers of video programming, or other programming service, and

(ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" will mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Pueblo.

"Facilities" will mean any distribution or transmission component of a Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located by Grantee in the Rights-of-Way.

"FCC" will mean the Federal Communications Commission.

"Grantee" will mean Baja Broadband, LLC.

"Laws" will mean any applicable state, Federal and local laws, ordinances and regulations.

"Gross Subscriber Revenues" will mean all revenues of the Grantee received from the operation of the Cable System to provide Basic Cable Service to Subscribers within the Pueblo, adjusted for nonpayment. Gross Subscriber Revenues will not include amounts collected for franchise fees, retransmission consent fees, taxes, deposits, refunds, credits, advertising or revenues from Non-Cable Services.

"Non-Cable Services" will mean those services not defined as Cable Services.

"Rights-of-Way" will mean the space on, above or below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, and places including, without limitation, all public utility easements and public service easements within the Pueblo's jurisdiction. This term will not include any property owned by any person or agency other than the Pueblo, except as provided by applicable Laws or pursuant to an agreement between the Pueblo and any person.

"Pueblo" will mean Santa Clara Pueblo, New Mexico.

2. Grant of Franchise - Non-Exclusive Franchise

The Pueblo grants to Grantee a non-exclusive franchise to operate a Cable System and to construct, maintain, extend and operate its Facilities, in, through and along the Rights-of-Way for the purpose of providing Cable Services and other communications and information services within the Pueblo and for any other lawful purposes, subject to the terms and conditions of this Franchise Agreement and applicable law.

3. Term and Renewal

(a) Term

The term of this Franchise Agreement will be for a period of fifteen (15) years from the effective date or until _____, unless sooner terminated as provided in this Franchise Agreement.

(b) Renewal

This Franchise Agreement may be renewed in accordance with applicable Laws.

4. Franchise Area

The Grantee is authorized to operate a Cable System throughout the entire Pueblo.

5. Franchise Fee

(a) Three Percent of Gross Subscriber Revenues

During the term of this Franchise Agreement and any extension, Grantee will pay to the Pueblo an annual franchise fee in an amount equal to three percent (3%) of Gross Subscriber Revenues, computed in accordance with Generally Accepted Accounting Principles (GAAP). Franchisee will annually provide the Pueblo with a financial report indicating the Gross Subscriber Revenues.

If the Pueblo elects to reduce the amount of the franchise fee, such reduction will result in a reduction of fees to subscribers in the same amount.

(b) Quarterly Payments

The franchise fee will be paid quarterly. Grantee will pay the franchise fee to the Pueblo within forty-five (45) days of the last day of the calendar quarter for which a fee payment is due.

(c) Reasonable Access to Records

Grantee will provide the Pueblo with reasonable access to Grantee's records documenting the Gross Subscriber Revenues from Cable Service as defined in this Franchise Agreement not more than once annually upon reasonable notice. Grantee will comply with all reasonable requests for information directly related to the calculation for Gross Subscriber Revenues in the performance of any audit. The Pueblo will agree to appropriate confidentiality protection for access to confidential or proprietary information.

6. Free Services Provided to the Pueblo

Grantee will continue to provide at no charge one (1) service drop and Basic Cable Service at the Santa Clara Tribal Police Station and the Santa Clara Fire Station.

The Pueblo will not use the free drop and Basic Cable Service for commercial purposes and such outlets will not be located in areas open to the public. The Pueblo will take reasonable precautions to prevent any inappropriate use or any loss or damage to Grantee's Cable System.

7. Customer Service Standards

Grantee will comply with the customer service standards promulgated by the FCC, which are hereby included by reference.

8. Discriminatory Practices Prohibited

Grantee will make its Cable Services available to all customers within the Cable System based on the terms of this Franchise without discrimination and will not give any person any preference or advantage not available to all persons similarly situated, provided that nothing contained herein will prevent Grantee from implementing credit, deposit and acceptance criteria.

9. Construction, Operation and Maintenance of the Cable System

(a) Applicable Standards

(i) Grantee will ensure that the Cable System is constructed, operated, and maintained in accordance with all applicable Laws including safety codes. Grantee agrees to keep all Facilities in good and safe condition. If the Pueblo finds that an unsafe condition exists with respect to all or any portion of the Cable System, it may order Grantee to make repairs, and Grantee will make all such repairs necessary to correct any such unsafe condition within a reasonable time frame.

(ii) Grantee will locate the Cable System and associated Facilities within the Pueblo so as to cause minimum interference with the proper use of the Rights-of-Way and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way. Grantee will not place any pole or other fixture in any Rights-of-Way in such a manner as to interfere with usual travel.

(iii) All construction, alteration, or removal of Facilities will conform to any generally applicable requirements imposed by the Pueblo incidental to plan approval of issuance of permits.

(iv) Grantee will have the authority to trim trees upon and overhanging the Rights-of-Way so as to prevent the branches of such trees from coming in contact with Grantee's Facilities.

(v) Grantee will temporarily raise or lower its wires to permit the moving of buildings at the request of any person holding a building-moving permit issued by the Pueblo. The permit holder will pay the expense of such temporary raising or lowering of wires and the Grantee will have the authority to require such payment in advance. The permit holder will provide Grantee with not less than three (3) weeks advance notice to arrange for such wire changes.

(b) Maintenance and Operations

In maintaining and operating the Cable System, Grantee will schedule any planned interruptions of service, including testing and maintenance interruptions, for the shortest time possible and when there will be a minimum number of Subscribers inconvenienced.

(c) System Extensions

Any extension to potential subscribers whose homes are located more than one hundred and fifty (150) feet from the existing cable distribution line will be made if the subscriber agrees to pay reasonable construction costs.

Greantee will not be required but will have the option to extend the Cable System beyond the original service area. Any extension of the Cable System will be subject to the Grantee's ability to obtain the necessary easements or Rights-of-Way required and its ability to extend its Facilities at a reasonable cost.

10. Insurance

(a) Liability Insurance

Grantee will maintain in full force and effect for the term of the Franchise, at Grantee's expense, a comprehensive liability insurance policy with the Pueblo as an additional insured, written by a company authorized to do business in the State of New Mexico, protecting the Pueblo against liability for loss, personal injury and property damage occasioned by Grantee's operation of the Cable System. Such insurance will be maintained in an amount not less than $500,000.00. Evidence in the form of a certificate of insurance will be provided to the Pueblo upon request.

(b) Workers' Compensation Insurance

The Grantee will obtain and maintain workers' compensation insurance for all Grantee's employees, in compliance with state laws.

11. Indemnification

The Grantee agrees to indemnify, save and hold harmless, and defend the Pueblo, its officers, boards and employees, from and against any liability for damages and for any

liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Franchise Area provided that the Pueblo will give the Grantee written notice of its obligation to indemnify the Pueblo within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee will not indemnify the Pueblo for any damages, liability or claims resulting from the Pueblo's willful misconduct or negligence.

12. Rights Reserved by the Pueblo

(a) Enforcement of Pueblo Ordinances

This Franchise is subject to all applicable provisions of general Pueblo ordinances of general applicability. During the term of this Franchise, Grantee will remain subject to the lawful exercise of the police power of the Pueblo and to observe such reasonable generally applicable regulations as the Pueblo may provide.

(b) Police Power Authority

The Pueblo may impose such other non-discriminatory and competitively neutral regulations as may be determined by the Pueblo to be in the interest of public health, safety, welfare, convenience or necessity of the Pueblo.

(c) Pueblo Inspection

Upon reasonable notice to Grantee, the Pueblo may inspect construction or installation work performed by Grantee, and make such inspections as are reasonably necessary to ensure compliance with this Franchise Agreement and applicable Law.

13. Transfer of Franchise Agreement

The Grantee's right, title, or interest in the Franchise will not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Pueblo. No such notice will be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

14. Other Franchises

(a) New Franchises

This Franchise Agreement is non-exclusive. Grantee acknowledges the Pueblo's rights to grant one or more competing franchises.

(b) Unfair Competition Modification

In the event that the Pueblo grants any other entity a cable television franchise or other right to provide service in the Pueblo comparable to the Cable Service provided by Grantee the Pueblo agrees that it will promptly amend the terms of this Franchise Agreement to ensure that the terms and conditions imposed on Grantee will be neither less favorable nor more burdensome than those governing any other such entity, so that one operator will not be granted an unfair competitive advantage over another.

(c) Indemnification for Costs

If another franchise or other right to provide Cable Service or other comparable services is authorized by the Pueblo the Pueblo will require the new franchisee to reimburse and hold harmless the Grantee from and against all costs and expenses incurred by or on behalf of the Grantee for strengthening poles, replacing poles, rearranging attachments, placing underground facilities, repairing cable cuts caused by the new franchisee, its contractors or subcontractors and all other costs, including those of the Pueblo, the Grantee and any utilities, required by inspections, make-ready and construction of an additional cable system in the Pueblo.

(d) Pueblo Wide Franchises

The Pueblo agrees that it will not grant any limited area franchises but only Pueblo wide franchises, with build-out requirements imposed to protect against discrimination in constructing only portions of the Pueblo, consistent with federal and state law.

15. Changes in Laws or Regulations

In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a Cable System in the Pueblo to obtain a franchise from the Pueblo for the construction, operation or maintenance of a Cable System, then, Grantee will have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise will be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any entities desiring to construct, operate or maintain a Cable System in the Franchise Area in a way that reduces the regulatory or economic burdens for any such entity, then, the Pueblo will amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, Grantee will be subject to no more burdensome

regulation or provided lesser benefits under this Franchise than any other entities that might construct, operate or maintain a Cable System in the Franchise Area.

16. Enforcement and Termination of Franchise

(a) Notice of Violation

In the event that the Pueblo believes that the Grantee has not complied with any material term of the Franchise, the Pueblo will informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Pueblo will notify the Grantee in writing of the exact nature of such alleged noncompliance.

(b) Grantee's Right to Cure or Respond

The Grantee will have thirty (30) days from receipt of the notice described above: (i) to respond to the Pueblo, contesting the assertion of such noncompliance, or (ii) to cure such default, or (iii) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Pueblo of the steps being taken and the projected date that they will be completed.

(c) Public Hearing

In the event that the Grantee fails to respond to the notice described above pursuant to the procedures set forth in (b) or in the event that the alleged default is not remedied within thirty (30) days or the date projected if it intends to continue its investigation into the default, then the Pueblo will schedule a public hearing. The Pueblo will provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

(d) Enforcement

Subject to applicable federal and state law, in the event the Pueblo, after the hearing set forth in (c) above determines that the Grantee is in material default of any provision of the Franchise, the Pueblo may:

(1) Commence an action at law for monetary damages or seek other equitable relief; or

(2) In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection (e) below.

(e) Revocation

Should the Pueblo seek to revoke the Franchise after following the procedures set forth above, the Pueblo will give written notice to the Grantee of its intent. The notice will set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee will have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Pueblo has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing.

The Pueblo will cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee will be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Pueblo, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript will be made of such hearing.

Following the hearing, the Pueblo will determine whether or not the Franchise will be revoked. If the Pueblo determines that the Franchise will be revoked, the Pueblo will promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Pueblo to an appropriate court which will have the power to review the decision of the Pueblo de novo. Grantee will be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Pueblo.

The Pueblo may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Pueblo's rights under the Franchise in lieu of revocation of the Franchise.

17. Force Majeure

The Grantee will not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Pueblo's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance

would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Pueblo and/or Subscribers.

18. Severability

If any Section, subsection or provision of this Franchise Agreement or its application to any person or circumstances is held invalid or is preempted, such invalidity or preemption will not affect other provisions, sections, subsections or applications of this Franchise Agreement.

19. Rights and Duties of Grantee upon Expiration of Franchise

Upon expiration of this Franchise Agreement, whether by lapse of time, by agreement between Grantee and the Pueblo, or by termination, Grantee has the right to remove its Facilities within a reasonable time after such expiration or forfeiture. In such event, Grantee will promptly restore the Rights-of-Way from which its Facilities are removed to as good condition as before removal and without cost to the Pueblo.

20. Notice to Parties

Notices under this Franchise Agreement will be in writing and will be deemed given upon receipt by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To Pueblo:	To Grantee:
Santa Clara Pueblo	Baja Broadband LLC
1 Key St.	1061-521 Corporate Center Dr.
P. O. Box 580	Suite 100
Espanola, NM 87532	Fort Mill, SC 29707
Attention: Governor	Attention: VP - Regulatory Affairs

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

21. Effectiveness

This Franchise Agreement will become effective upon adoption by the Pueblo, subject to Grantee's acceptance as set forth below.

Adopted by Santa Clara Pueblo this _____ day of _____ 2012.

PASSED:

_____

ATTEST:

_____

ACCEPTED AND AGREED TO BY:

Baja Broadband, LLC

By: _____

Title: _____

Date: _____

EXHIBIT 6

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

OPERATOR CHANGE REQUEST

Approval Date: August 23, 2013 Confirmation Number: CB71364593

Assign this Operator Name and/or Address and/or PSID to all the CUIDs entered below:

Legal Name: Satview Broadband Ltd
Assumed Name:

Address: 3550 Barron Way #13a
P.O. Box 18148
Reno, NV 89511

Effective Date:
Reason:

Assign this PSID to all the CUIDs entered below:

No PSID assignment was requested...The PSIDs will remain the same.

Assume the CUIDs that are shown below.
Previous Owner: *BAJA BROADBAND, LLC*
Confirmation Number: CB71364593 Password: **********

Communities Associated with this Filing

	Community Unit	Community Name	PSID
1.	CO0016	Springfield, CO	006724
2.	CO0172	Las Animas, CO	006267
3.	NM0004	Chama, NM	007317
4.	NM0064	Espanola, NM	007327
5.	NM0140	Dixon, NM	011338
6.	NM0179	Ohkay Owingeh Pueblo, NM	007327
7.	NM0180	Santa Clara Ind Res, NM	007327
8.	NM0181	Santa FE, NM	007327
9.	NM0182	Rio Arriba, NM	007327
10.	NM0183	Rio Arriba, NM	007317
11.	NM0202	Picuris Pueblo, NM	014729
12.	NM0203	Penasco, NM	014729

EXHIBIT 7

UTILITY LAND USE AGREEMENT

This Utility Land Use Agreement ("Agreement") is entered into as of _____ __, 2015, by and between the Pueblo of Santa Clara, a federally recognized Indian tribe (the "Pueblo"), and Satview Broadband Ltd. (the "Company"), pursuant to 25 U.S.C. § 81 and regulations issued thereunder.

RECITALS

A. The Company is in the business of providing cable television service to subscribers in north central New Mexico, including throughout the lands of the Pueblo; and

B. The Company currently owns and maintains an extensive system of copper and fiber cable along with associated electronic equipment ("Cable Television System") within the lands of the Pueblo, by which it distributes cable television service to its customers, including Pueblo members; and

C. The Company desires and the Pueblo agrees to provide Company the ability to operate its Cable Television System and to make necessary repairs, changes, and limited extensions to the Company's Cable Television System within Pueblo lands, without undue burden or expense, provided the Pueblo receives adequate notice and all environmental and cultural requirements are complied with; and

D. The Company further requests the right to occupy Pueblo lands for the purpose of maintaining and operating its Cable Television System, and the Pueblo agrees to grant it that right, subject to reasonable terms, including fair compensation; and

E. The parties agree that the Company currently lacks valid authority to use and occupy Pueblo lands for the operation and maintenance of its Cable Television System on Pueblo lands, and the parties wish to resolve any outstanding claims arising from that lack of valid authority; and

F. The parties have therefore entered into this Agreement, whereby the Pueblo grants the Company certain rights with respect to its Cable Television System on Pueblo lands, in exchange for a certain specified consideration and other terms and conditions; and

G. The parties agree that these Recitals are to be considered a part of their Agreement;

NOW THEREFORE, the Pueblo and the Company agree as follows:

1. Definitions.

For the purposes of this Agreement, the following words have the following meanings:

A. "Cable Television System" means all of the Company's Facilities on Pueblo Lands, as is shown on the diagram attached hereto as Exhibit A, which Exhibit is hereby incorporated herein by reference (provided that the parties agree that locations of Facilities shown on Exhibit A are approximate), and as the same may be modified or expanded over time, in accordance with the terms of this Agreement.

B. "Facility" or Facilities" means any overhead or underground copper and fiber optic cable, line poles, conduit, duct, pads, repeaters, pedestals, and other electronic equipment.

C. "Governor" means the governor of the Pueblo.

D. "Ground Disturbing Activity" means any activity undertaken by the Company on Pueblo Lands that requires excavation of any surface material, whether it be dirt, gravel, concrete, paving, or any other material, and whether or not such work involves the installation of any Facility.

E. "Pueblo Lands" means all land within the exterior boundaries of the Santa Clara Pueblo Grant and the Santa Clara Indian Reservation that is owned by the Pueblo, or that is owned by the United States in trust for the Pueblo.

G. "Secretary" means the Secretary of the Interior or his designated representative at the Southwest Regional Office of the Bureau of Indian Affairs.

H. "Tribal Council" means the governing body of the Pueblo.

2. Grant of Authority.

Subject to all of the terms and conditions set forth herein, including payment in full of the compensation set forth herein, the Pueblo hereby grants to the Company the right to construct, operate, maintain, modify, repair, replace and extend, the Facilities making up the Cable Television System, provided that with respect to any and all work involving Ground Disturbing Activity the Company will comply with each of the terms and conditions of Section 3 hereof.

3. Construction, Maintenance and Repairs

A. No less than fifteen (15) calendar days prior to undertaking any Ground Disturbing Activity, the Company shall provide written, fax or electronic mail notice to the Office of the Governor and to the Secretary of its intent to undertake such activity, by street address, where such activity is to occur, specifying the precise location by GPS coordinates when available, the nature and purpose of such activity, the expected duration of such activity, and if the activity is to involve installation of new Facilities the nature and size of such Facilities and the total area of Pueblo Lands to be encumbered by them, and the persons or entities to be served thereby.

B. In the event that the Company believes the necessity for Ground Disturbing Activity is of an emergency nature, such that prior notice cannot be given as set forth in paragraph (A), above, the Company shall provide such notice as expeditiously as possible, by facsimile transmission or by e-mail to the Pueblo and to the Secretary, or orally by telephone to the Office

of the Governor, and shall include an explanation of the emergency circumstances preventing timely notice as required herein, but provided that under no circumstances will installation of a new Facility to a previously unserved customer be considered an emergency. Ground Disturbing Activity incident to restoring a service outage constitutes an emergency for purposes of this paragraph.

C. The Company shall permit a Pueblo monitor to observe the work, provided that the monitor shall at all times wear appropriate clothing, including safety gear, as specified by the Company, shall at all times remain out of the way of the Company's workers and away from any dangerous area, and shall in no manner impede the work.

D. In the event the Ground Disturbing Activity will involve disturbance of land not previously disturbed by human activity, the Company will, in coordination with the Pueblo's Rights Protection Office make a determination as to whether any environmental clearance is required, and for assistance in determining whether any location having any cultural significance to the Pueblo may be affected. If the Company is advised that the work may affect an area of cultural significance, it will work with the Pueblo's Rights Protection Office so as to locate the proposed work in a way that will avoid any impairment of any such area. Any new construction requiring an environmental clearance will be coordinated with the Pueblo's Rights Protection Office and the Environmental Division of the Southwest Regional Office, Bureau of Indian Affairs. Based upon direction of the BIA the company will undertake to have required evaluations of the land completed and the appropriate reports outlining the determination and recommendation made delivered to the Pueblo and BIA as appropriate.

E. Under no circumstances shall the Company, during the term of this Agreement, construct any new Facilities on Pueblo Lands intended to serve non-Pueblo customers outside the exterior boundaries of the Pueblo under the terms of this Agreement, without the further express consent of the Pueblo; provided however, the Company shall be permitted to construct additions, upgrades or extensions of its Cable Television System, as shown on Exhibit A to provide service to the Pueblo and non-Pueblo customers within the exterior boundaries of the Pueblo.

F. All Facilities placed on Pueblo Lands shall be constructed in accordance with industry standards and operated in accordance with the practices, methods and acts which are in compliance with applicable laws, building codes and regulatory requirements and, in the exercise of reasonable judgment, will result in the proper operation and maintenance of the Cable Television System ("Prudent Industry Practices"). Prudent Industry Practices shall include without limitation, the practices, methods and acts which are engaged in or approved by a significant portion of the industry at such time with respect to facilities of the same or similar type as the Company's Facilities and which comply with applicable regulatory requirements. The Company shall, at all times during the term of this Agreement and at no cost to the Pueblo, cause the Premises and all Improvements thereon to be maintained and repaired as necessary to comply with Prudent Industry Practices.

G. The Company shall, upon request, provide the Pueblo and the Secretary with up-to-date maps, generated by the best available technology (other than a formal survey) showing the location and size of all Facilities on Pueblo Lands.

H. Upon the completion of any construction, installation or maintenance activities conducted by or for the Company, the Company shall take reasonable steps to restore any impacted portions of Pueblo Lands as reasonably close as possible to its original condition before such aforementioned activities to the extent compatible with the purpose of this Agreement and in collaboration with the Pueblo and in conformity with applicable federal regulations governing land restoration.

I. The Company shall clear and keep clear the affected areas of Pueblo Lands to the extent compatible with the purpose of this Agreement and shall remove from the affected areas of Pueblo Lands all trash, waste material, and vegetative material cut, uprooted or otherwise caused by or accumulated by the Company during construction or installation and maintenance activities.

J. The Company shall rebuild and repair such roads, fences and trails as may be destroyed or damaged by construction, installation or maintenance activities conducted by or for the Company.

4. Term

This Agreement shall have a Term of twenty (20) years, commencing as of May 7, 2007 (hereinafter the "Effective Date"), and extending to and until May 6, 2027.

5. Notice of Intent to Renew.

Provided that the Company gives notice to the Pueblo by no later than six (6) months prior to the end date of the Term of this Agreement, the Pueblo agrees that it will promptly engage in good faith negotiations for the terms of a renewal agreement, and that should negotiations not be concluded by the end date of the Term, and provided the Company manifests its willingness to continue good faith negotiations until an agreement has been reached, and such negotiations in fact continue and result in a new agreement, no claim will be made or will lie for trespass damages for any period during which no agreement is in place.

6. Indemnification and Insurance.

A. Indemnity. The Company, as a material part of the consideration for this Agreement, hereby releases the Pueblo and the United States, and their respective elected officials, officers, agents, and employees (the "Pueblo Indemnitees") from, and agrees to hold each of the Pueblo Indemnitees harmless from any and all liability for any loss of life, personal injury and property damage including, without limitation livestock (each an "Indemnifiable Loss") claimed by the Company or any other person, caused by the construction, maintenance, occupancy or use of the Cable Television System by the Company, its employees, contractors and their employees, or subcontractors and their employees, or caused by the Company's failure to comply with Prudent Industry Practices, including all reasonable attorney fees, costs and expenses in connection therewith. The Pueblo shall indemnify, hold harmless and defend, and hereby releases, the Company and its employees and agents (the "Company Indemnitees") from any Indemnifiable

Loss claimed by any party caused by damage to the Cable Television System by the Pueblo, including all reasonable attorneys' fees, costs, and expenses incurred in connection therewith. The Pueblo Indemnitees and the Company Indemnitees shall collectively be referred to in this Section as an "Indemnitee." This release and indemnity shall not apply to an Indemnitee whose negligent or willful act caused the loss, damage, or injury.

B. Compensation for Losses. The Company shall compensate the Pueblo, members of the Pueblo, and other authorized users of the Pueblo land for any Indemnifiable Loss caused by the maintenance, occupancy or use of the Cable Television System by the Company, its employees, contractors and their employees, or subcontractors and their employees. The Pueblo shall compensate the Company for any Indemnifiable Loss caused by damage to the Cable Television System by the Pueblo. This indemnity shall not apply to an Indemnitee whose negligent or willful act caused the loss, damage, or injury.

C. Duty to Defend. The Company shall defend the Pueblo Indemnitees and the United States against all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of the Cable Television System. The Pueblo shall defend the Indemnitees against all claims arising from any Indemnifiable Loss to the Cable Television System by the Pueblo. This duty to defend shall not apply to a claim alleging that a negligent or willful act of the Pueblo caused the loss, damage, or injury.

D. Insurance. The Company shall maintain general liability insurance of no less than $1,000,000 per occurence for damages as a result of the Company's operations. Within ten (10) days of approval of this Agreement by the Secretary, the Company will provide the Pueblo and the Secretary at the addresses and in the manner set forth in Section 18 hereof, a Certificate of Insurance. The Company will, upon reasonable request by the Governor or the Secretary, provide a certificate showing such policy to be in full force and effect.

7. Compensation.

In consideration of the rights granted hereunder, the Company shall pay to the Pueblo, effective upon approval of this Agreement by the Secretary, the sum of Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000).

The parties agree that under no circumstances shall either party contend in any forum that these amounts or any portion thereof constitutes a "franchise fee" or "gross receipts tax" as those terms are used in NMSA (1978) § 62-6-4.5, or any successor statute.

The parties further agree that the terms and conditions set forth in this Agreement, including the compensation to be paid by the Company pursuant to this section, satisfy any claims the Pueblo might have against the Company for past trespass or damages arising from the Company's use of Pueblo lands prior to the Term of this Agreement, as well as the requirement of fair compensation for the Company's utilization of Pueblo lands during the term of this Agreement. Accordingly, the Pueblo hereby releases and discharges the Company from all claims of trespass or damages arising from the Company's use of Pueblo lands prior to the Term of this Agreement.

8. Dispute Resolution.

A. No State Jurisdiction. The Pueblo and the Company acknowledge, stipulate, and agree that the State of New Mexico has no jurisdiction over the Pueblo, or over the lands on which the Cable Television System is situated.

B. Disputes. Any controversy, claim or dispute between the Pueblo and the Company arising under this Agreement or the breach thereof that cannot be settled through mediation shall be submitted for binding arbitration in accordance with the provisions contained in this Section and in accordance with the New Mexico Uniform Arbitration Act (the "Act"); provided, however, that notwithstanding any provisions of the Act, the parties shall have the right to conduct discovery regarding the subject matter of the arbitration as provided in the Federal Rules of Civil Procedure; and provided further that the agreement of the Pueblo and the Company to resolve disputes in accordance with the New Mexico Uniform Arbitration Act shall not constitute or be construed as a waiver of the Pueblo's sovereign immunity as to any action in a state court, and the Pueblo may be sued in state court only to the extent authorized by this Agreement and applicable law. The arbitrators shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

C. Commencement of Proceedings. Any party desiring arbitration shall serve on the other party in accordance with the Act, its notice of intent to arbitrate ("Notice"), accompanied by the name of the arbitrator selected by the party serving the Notice. A second arbitrator shall be chosen by the other party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the party upon whom the notice is served fails to select an arbitrator and advise the other party of its selection within thirty (30) days after receipt of the Notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within ten (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected by the Chief Federal District Judge for the United States District of New Mexico. The arbitrators shall be attorneys who are licensed members in good standing of the State Bar of New Mexico or the bar of another state. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.

D. Location and Attorneys' Fees. All arbitration proceedings shall be held in Santa Fe, New Mexico. Each party shall bear its own costs of arbitration and attorney's fees.

E. Filing Deadlines. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations under the laws of the State of New Mexico.

F. Notice. All notices for arbitration given under this Agreement shall be in writing and shall be sent to the parties at their respective address stated in, and in accordance with the provisions of this Agreement.

G. Enforcement. An award rendered by the arbitrators against either party may be enforced only in the United States District Court for the District of New Mexico, or if that court determines that it lacks subject matter jurisdiction, then in any court of competent jurisdiction.

H. Limited Waiver of Immunity.

i. Except as provided in this Section, nothing in this Agreement shall be construed as waiving the Pueblo's sovereign immunity from suit or as subjecting the Pueblo to the jurisdiction of any court.

ii. The Pueblo hereby grants to the Company a limited waiver of its sovereign immunity solely to permit the Company to initiate arbitration and to enforce an arbitration award as provided in, and in strict compliance with, this Section. The Pueblo's sovereign immunity shall be a jurisdictional bar to any proceeding against the Pueblo other than an arbitration proceeding under this Section and a proceeding to enforce an arbitration award in the court specified in this Section.

9. Governing Law

This Agreement shall be interpreted in accordance with applicable federal or Pueblo law, but if there is no applicable law, the parties or the arbitrators may look to applicable New Mexico law for guidance.

10. Parties Bound; Assignment.

This Agreement shall be fully enforceable and binding upon the parties, and their successors and assigns, but provided that no assignment of its rights or obligations hereunder by the Company shall have any validity unless the same has been approved by the Tribal Council of the Pueblo, and by the Secretary if the Secretary has approved this Agreement; and in the event of any proposed assignment by the Company of all or any part of its rights or obligations hereunder the Pueblo reserves the right to assess a reasonable assignment processing fee, in an amount to be set by the Tribal Council.

11. Reservation of Sovereign Powers.

A. Nothing in this Agreement shall be construed to affect or diminish in any respect the civil or criminal jurisdiction of the Pueblo as a sovereign government (including without limitation its taxation power) or its authority to exercise dominion and control over Pueblo Lands or over the conduct or property of any person, whether a member or non-member of the Pueblo, occurring within or located on Pueblo Lands; and the Pueblo expressly reserves all such jurisdiction and authority.

B. This Agreement authorizes the Company to use Pueblo Lands exclusively for the purposes stated in Section 2. Nothing in this Agreement shall be construed to grant any right of access to any of Pueblo Lands to the Company for any other purpose, or to the general public for any purpose.

C. The right of the Company or any other entity or natural person, whether member or non-member of the Pueblo, to use or be present on Pueblo Lands is conditioned on that entity's or person's compliance with all laws, customs and traditions of the Pueblo, including without limitation the tax laws of the Pueblo; and the Pueblo reserves its right as a sovereign government

to exclude any entity or natural person from Pueblo Lands for violation of the laws, customs and traditions of the Pueblo. The Parties agree that no current law, custom, or tradition of the Pueblo prohibits or restricts in any way the Company's rights or operation under this Agreement. Any laws enacted or adopted by the Pueblo following execution of this Agreement shall not result in the change of any provision of this Agreement and, shall in no way require the Company to make any payments to the Pueblo except as are specified in this Agreement. The Pueblo agrees to provide notice to the Company of any laws enacted by the Tribal Council, not less than thirty (30) days following their enactment, that might apply to the Company or to the operation of the Cable Television System.

12. No Exclusive Rights; No Impairment of Operations.

The Company acknowledges that the rights granted hereunder do not include any exclusive right to control the surface of the Pueblo Lands on which the Cable Television System is located, and the Pueblo retains full power to consent to easements or to grant leases over such lands to third parties, but provided that no such easement or lease or other grant of an interest in or right to use Pueblo Lands shall in any manner restrict, impair or pose any potential harm to any Company Facilities, nor shall the Company's ability to access such facilities to perform necessary work thereon and provide service be at all unreasonably limited or interfered with.

13. Compliance with Land Titles & Records Requirements.

The Company agrees that on reasonable request by the Pueblo or the Secretary, it will provide any information available to it with respect to the specific location of its Facilities on Pueblo Lands that is required by the Land Title & Records Office of the Southwest Regional Office of the Bureau of Indian Affairs.

14. Access to Premises.

During the term of this Agreement, the Company shall have access to and from Pueblo Lands only through use of existing roads and trails, except as provided in this Section in the case of emergencies. Any emergency use of access routes other than existing roads and trails shall reasonably minimize surface damage to the land and any emergency trail or road work undertaken shall be exclusively for the purpose of establishing usable access. The Company shall within a reasonable time remediate any surface damage that will not naturally recover by the next growing season.

15. Ownership of Improvements.

A. All permanent improvements, including the Cable Television System, any other structures, fencing, removable personal property, and trade fixtures (collectively the "Improvements") placed on Pueblo Lands by the Company that are subject to the terms of this Agreement shall be the property of the Company during the term of this Agreement and following expiration of this Agreement.

B. The Company agrees that at the termination of this Agreement or any renewal or modification of this Agreement, by normal expiration or otherwise, if a renewal or extension of this Agreement cannot be mutually agreed upon by the parties, the Company will peaceably and without legal process, deliver up the possession of the affected area of the Pueblo Lands. The Company agrees that within two (2) years after the termination date it will remove or abandon all

above ground structures from Pueblo Lands. The Company in its sole discretion, may remove or abandon all Facilities from the affected area of the Pueblo Lands within these (2) years; Provided that nothing in this Section 15B shall be construed as extending the term of this Agreement beyond its expiration date; and provided further that any abandonment shall be in compliance with all applicable laws, regulations and safety standards.

C. Upon removal of the Cable Television System or portions thereof, the Company shall restore the affected area of the Pueblo Lands as reasonably close as possible to its condition before construction of such Cable Television Systems in collaboration with the Pueblo and in conformity with applicable Pueblo and federal laws and regulations governing land restoration. All costs and expenses for the removal and restoration to be performed by the Company shall be borne by the Company.

16. Liens and Taxes.

A. Mechanic's and Materialmen's Liens. The Company shall not permit to be enforced against Pueblo Lands or portion of the Cable Television System thereon, any liens arising from any work performed, materials furnished or obligations incurred by the Company.

B. Taxes. During the term of this Agreement, the Company shall pay, when and as the same become due and payable, all applicable and lawfully assessed taxes, assessments, licenses, fees and other like charges levied or imposed by any governmental entity, including the Pueblo, upon or against the Premises and all interests therein and property thereon for which the Company may become liable. At any time during this Agreement, the Pueblo, upon the Company's reasonable request, shall provide the Company with its current laws and regulations governing taxes, assessments, licenses, fees and other like charges applicable to the Company. The Company shall provide the Pueblo and the Secretary with the address, or change in address, of its Tax Department to which all tribal tax or assessment notices are to be sent, within thirty (30) days after any change is made.

C. Duty to Hold Harmless. The Company shall protect and hold harmless the Pueblo, the Secretary, Pueblo Lands, all interests therein, and all Improvements thereon from any and all claims, taxes, assessments and like charges and any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith.

D. Gross Receipts Taxes. The Company acknowledges that the Pueblo has entered into a cooperative agreement with the New Mexico Department of Taxation and Revenue pursuant to NMSA 1978, § 9-11-12.1 relating to gross receipts taxes of the Pueblo and the State and providing for administration of the reciprocal gross receipts tax credits described in NMSA 1978, § 7-9-88.1. For so long as that cooperative agreement is in effect, The Company shall:

i. report its taxable gross receipts from transactions on Pueblo land using the appropriate New Mexico Taxation and Revenue Department location code for transactions on Pueblo land; and

ii. include in all contracts entered into after the Effective Date of this Agreement with any entity that sells goods or services to the Company on Pueblo land, leases property to the Company used on Pueblo land, or performs services for the Company on Pueblo

land (hereinafter referred to as a "Vendor") the requirement that the Vendor will comply with applicable state and tribal laws governing the reporting and payment of gross receipts taxes.

17. Events of Default; Cure; Termination; Remedies.

A. Events of Default. Any one or more of the following events shall constitute an Event of Default under this Agreement:

i. If the Company fails to pay any amount set forth in Section 7 above when said amount shall become due and payable hereunder;

ii. If the Company fails to perform or observe any material term or condition of this Agreement;

iii. If any execution, levy or attachment shall occur upon any Company Facility on Pueblo Lands;

iv. If the Company uses Pueblo Lands for any purpose not authorized by this Agreement without the prior written consent of the Pueblo and approval of the Secretary; or

v. If the Company abandons the Cable Television System.

B. Opportunity to Cure Default. If an Event of Default by the Company occurs, the Pueblo shall send the Company written notice thereof, and the Company shall have the opportunity to cure the Event of Default as follows:

i. Within ten (10) business days after written notice is sent, relative to an Event of Default under Section 17(A)(i);

ii. Within thirty (30) business days after written notice is sent, relative to an Event of Default under Sections 17(A)(ii) through 17(A)(v), provided that if the Event of Default set forth in the Pueblo's notice is such that it requires more than thirty (30) days to correct, the Company shall not be deemed to have failed to timely cure the default if the Company promptly and diligently commences curing the default within thirty (30) days after written notice of the default is sent by the Pueblo to the Company, and diligently prosecutes the cure to completion.

C. Pueblo's Remedies. If an Event of Default by the Company occurs and the Company fails to timely cure the default within the time period provided in Section 17(B), then the Pueblo may pursue the remedies described in Section 8.

D. No Consequential or Punitive Damages. In no event will the Pueblo or the Company be responsible for any consequential or punitive damages, including but not limited to lost profits or interruption of business, for breach of this Agreement.

E. No Waiver. No failure by the Pueblo to insist upon the strict performance of any agreement, term, covenant or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition of this Agreement to be performed or complied with by the Company and no breach thereof shall be waived, altered, or modified, except by written instrument executed by the Pueblo. No waiver of any breach shall affect or alter this Agreement but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

F. Termination by Company. Except as otherwise provided herein, this Agreement may be terminated by the Company upon thirty (30) days written notice to the Pueblo that (i) for reasons beyond the control of the Company, the Company is unable to obtain or maintain any license, permit or other governmental approval necessary for its continued operation of the Cable Television System or the Company's business on Pueblo Lands, or (ii) the Company intends to abandon the Cable Television System. In the event the Company elects to terminate the Agreement pursuant to this Section, the Company shall continue making payments of compensation pursuant to Section 7 until all Facilities have been removed from Pueblo Lands or have been abandoned by the Company.

G. Mitigation of Damages. The Pueblo and the Company shall have the duty to use commercially reasonable efforts to mitigate damages in the event of default.

18. Notice.

A. All notices or other communications required or permitted by this Agreement shall be in writing and personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to the parties at the addresses set forth below (or any other address that the party to be notified may have designated to the sender by like notice) or by facsimile transmission to the numbers set forth below. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notices sent by facsimile transmission shall be deemed delivered on the date the facsimile is received. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Pueblo, to:

Pueblo of Santa Clara
Attention: Governor
578 Kee Street
Post Office Box 580
Española, NM 87532
Telephone: (505) 753-7330
Facsimile: (505) 753-5375

With copies to:

Realty Officer
Pueblo of Santa Clara
Post Office Box 580
Española, New Mexico 87532
Telephone: (505) 753-7326
Facsimile: (505) 753-8988

Richard W. Hughes
Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburg & Bienvenu, LLP
P.O. Box 8180
1215 Paseo de Peralta
Santa Fe, NM 87504-8180
Telephone: (505) 988-8004
Facsimile: (505) 982-0307

If to the Secretary, to:

Regional Director
Bureau of Indian Affairs
Southwest Region
1001 Indian School Road
Albuquerque, NM 87104
Telephone: (505) 563-3100
Facsimile: (505) 563-3101

If to the Company, to:
Tariq I. Ahmad SPEC PE
PO Box 18148
Reno, NV 89511
PH 775 333 6626
CELL 775 240 0769
FAX 775 333 0225

With a copy to:

B. The parties shall at all times keep one another and the Secretary informed of the address of its principal place of business and of the name, address and contact information of its principal representatives for purposes of this Agreement.

19. **Sharing of Facilities Prohibited.** The Company understands and agrees that the rights granted it hereunder are granted solely to the Company or to its successor in interest, and the Company shall have no right, without the prior express approval of the Pueblo and the Secretary, to permit any other person or entity to share or to utilize the Company's Facilities on Pueblo Lands for any commercial purpose whatsoever, other than the distribution by the Company of cable television to its customers. Any request to the Pueblo or the Secretary for approval of any such permit or other grant of rights to any third party to utilize any of the Company's Facilities for any other purpose may be granted or denied, in the sole discretion of the Pueblo and the Secretary, and if granted, may be conditioned on such terms as the Pueblo and the Secretary think appropriate.

20. **Severability.** If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

21. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall entitle any person or entity other than the parties hereto or their successors and assigns to any claim, cause of action, remedy, right, benefit or immunity of any kind whatsoever. Without limiting the generality of the foregoing sentence, the parties hereto agree that no person or entity, including any department or agency of the State of New Mexico, shall have the right to claim that this Agreement has diminished in any respect the sovereign powers of the Pueblo over any person within Pueblo Lands, including non-members of the Pueblo.

22. **Survival of Obligations.** The Company's obligations under Section 16(C) (Duty to Hold Harmless), Section 6 (Indemnity), and Section 24 (Environmental Protection Requirements) shall survive the expiration or termination of this Agreement. The Pueblo's obligations under Section 6 (Indemnity) and Section 8(H) (Limited Waiver of Immunity) shall survive the expiration or termination of this Agreement.

23. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts by the parties to the Agreement and the Bureau of Indian Affairs. Each counterpart when so executed shall be deemed to be an original and all of which, together, shall constitute one and the same Agreement.

24. **Environmental Protection Requirements.**

A. The Company hereby warrants and represents that it and/or its representative shall conduct the operation of its business in accordance with Prudent Industry Practices and in accordance with all Applicable Environmental Laws.

B. Hazardous Materials. The Company will be solely responsible for and will defend, indemnify, and hold the Pueblo, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney fees and costs, arising out of or in connection with the cleanup or restoration of the Cable Television System resulting from the Company's generation, use, storage, transportation and/or disposal of Hazardous Materials. For purposes of this Agreement, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or tribal environmental or safety law or regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. §2601 *et seq.*, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 *et seq.*

C. The Company's Warranty. The Company shall not permit any Hazardous Materials to be brought onto, stored in, used in, or disposed of in, on, under or about the Cable Television System except in such quantities as are found in materials used in connection with the operation of the Company's permitted use of the Cable Television System and which comply with and are handled, used and disposed of in compliance with all applicable federal and tribal laws, statutes,

regulations, rules and ordinances, as amended from time to time including but not limited to all applicable environmental, health and safety, cultural preservation and natural resource management laws, statutes, regulations, rules and ordinances, as amended from time to time.

D. Remediation. Within a reasonable time prior to termination of this Agreement, the Company shall assess Pueblo Lands for environmental contamination caused by the Company, shall remediate all such contamination caused by the Company, if any, and shall address any damages occasioned by such contamination caused by the Company or otherwise by the use or storage of such substances on Pueblo Lands. Should the Company fail to complete such responsibilities prior to the termination of this Agreement, the Company shall remain responsible therefor, and may be required to post a bond in an amount reasonably required by the Secretary to ensure that such responsibilities are completed within a reasonable time after termination of this Agreement.

E. No Release From Prior Liability. Nothing in this Agreement shall release the Company from any liability for environmental contamination of any portion of Pueblo Lands caused by the Company that may have accrued prior to the Effective Date of this Agreement during any period in which the Company occupied the lands at issue pursuant to any right-of-way or other instrument then in effect.

25. Archaeological, Cultural and Historic Resources.

The Company agrees that whenever in the course of construction of improvements or conduct of maintenance, any indication of heretofore undetected surface or sub-surface sites of archaeological, cultural or historic resources is brought to light, the construction shall be halted and the involved area reevaluated by a Bureau of Indian Affairs permitted archaeologist to prevent inadvertent destruction of such resources. The Company shall comply with the recommendations for mitigation made by the archaeologist and approved by the Bureau of Indian Affairs in accordance with applicable rules and regulations. The cost of any required archaeological reevaluation and mitigation shall be borne by the Company and any archaeological, cultural or historic artifacts which may be salvaged shall be turned over to the Pueblo, in consultation with the Southwest Regional Office of the Bureau of Indian Affairs.

IN WITNESS WHEREOF, and intending to be fully bound, the parties through their authorized representatives have executed this Agreement on the date stated at the outset hereof.

PUEBLO OF SANTA CLARA	SATVIEW BROADBAND LTD.
By: _____	By: _____
Governor	
	Its: _____

Approved pursuant to the authority delegated by 209 DM 8, 230 DM 1, 3 IAM 4, Albuquerque Area Addendum Release No. 9401, and further pursuant to 25 U.S.C. § 81.

By: _____

Title: _____

Date: _____

EXHIBIT 8

ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP

ATTORNEYS AT LAW

DONNA M. CONNOLLY

505.988.8004
FAX: 505.982.0307
dconnolly@rothsteinlaw.com

Via email to Tariq Ahmed <taroil@yahoo.com>

January 30, 2015

Mr. Tariq Ahmed
Satview
P.O. Box 18148
Reno, NV 89511

Re: Santa Clara Pueblo

Dear Mr. Ahmed:

As you will recall, before you purchased the cable system that is located on Santa Clara Pueblo lands from Baja Broadband, I advised you that the system was in trespass on Pueblo lands and had been since 2007, when the franchise agreement between the Pueblo and U.S. Cable of Coastal-Texas, L.P. ("U.S. Cable") (Baja's predecessor-in-interest) expired. When you and I discussed the matter, I informed you that as a condition of the Pueblo granting Satview permission to occupy Pueblo lands, Satview would be required to compensate the Pueblo for trespass damages from May 1, 2007, to the date of the agreement.[1]

You and I have negotiated all of the terms of a Utility Land Use Agreement ("ULUA"), except for compensation. I write to you today to inform you of the compensation that the Pueblo has determined is due for both the lease term and trespass damages.

The ULUA has a term of 20 years (beginning May 1, 2007) and encumbers 15.27 acres of land. The Pueblo has set compensation for the ULUA at $384,804.

As for the trespass, Section 116.2(1) of the Santa Clara Pueblo Tribal Code prohibits the use or occupancy of Pueblo lands without a valid written lease, easement, or permit authorizing such use or occupancy. Section 116.3(1) provides that trespass damages are to be calculated at the rate of $10 per acre per day for the full period of trespass. A copy of Chapter 116 is enclosed for your reference.

Trespass damages calculated under this section would be $390,453.90 ($10 x 2555[2] days x 15.27 acres). A separate section, Section 116.3(2), provides that an entity that commences occupancy of Pueblo lands under a valid easement that later expires will not be liable for trespass damages under Section 116.3(1), provided the entity, prior to expiration of the easement, submitted a request to the Pueblo to enter into negotiations to extend or renew the easement and thereafter

[1] I also informed you that Satview must obtain a Pueblo business license and pay all past-due and ongoing Pueblo gross receipts and utility possessory interest taxes. I understand that Satview now has a Pueblo business license but has not yet become current on either its Pueblo gross receipt tax liability or its utility possessory interest tax liability. The offer in this letter is contingent on Satview's satisfaction in full of its liability for Pueblo taxes.

[2] There are two leap years (2008 and 2012) during the period of trespass (May, 2007, to May, 2014).

diligently pursued negotiations to their conclusion. In this case, the cable system was in trespass when Satview purchased it from Baja Broadband. Baja had purchased the system from U.S. Cable Coastal, the original easement holder. The easement expired during U.S. Cable Coastal's tenure. As far as we are aware, U.S. Cable Coastal did not contact the Pueblo prior to the expiration of the lease. Nevertheless, U.S. Cable, Baja Broadband, and Satview each have made some efforts to negotiate a new easement with the Pueblo, although neither side was particularly diligent. Because of the efforts made by Satview and its predecessors, the Pueblo is willing to compromise the amount of trespass damages due under Section 116.3(2).

In light of Satview's efforts to negotiate a new easement, the Pueblo is willing compromise the trespass damages to $265,196. Thus, the total amount due to the Pueblo for a 20-year ULUA and to compensate the Pueblo for trespass is $650,000 -- $384,804 for the lease and $265,196 for trespass damages.

Enclosed please find a final draft of the ULUA that incorporates previous agreed-to revisions and includes the term length and compensation set forth herein, in clean and redline formats. If the ULUA meets with your approval, please execute four (4) originals and return them to me. Provided that Satview pays its past-due Pueblo taxes, I will have the Pueblo execute the documents and then I will forward them to the BIA for its review and approval. Payment will be due upon the BIA's approval of the ULUA. Please contact me if you have questions.

Sincerely yours,

Donna M Connolly

Donna M. Connolly
Attorney

cc: Allen Naranjo
Sandra Suazo
Bethany Griego

SATVIEW BROADBAND

3550 Barron Way, Suite 13a
RENO, NV 89511

(775) 333-6626 PHONE
(775) 333-0225 Fax

February 2, 2015

Donna M. Connolly
Rothstein, Donatelli, Hughes
Attorneys at Law
1215 Paseo De Peralta
PO Box 8180
Santa Fe, New Mexico 87504-8180

Subject: Santa Clara Pueblo (SCP)

Dear Ms. Connolly:

Reference your letter dated January 30, 2015 we have reviewed the same and our response is as follows:

1. SCP has received franchise fees for each of the years in question;
2. SCP has received property tax for each of the years in question;
3. We acquired the Baja System on SCP lands during August of 2013;
4. Federal Communications Commission transferred the Franchise by operation of law for each of the transfers;

Since SCP accepted both the franchise fees and property taxes, it in effect accepted the terms of the Franchise agreement and renewed the same. By accepting franchise and tax SCP cannot now claim that Satview and its predecessors' were trespassing. Finally since the Federal Communications Commission transferred the Franchise by operation of law, it overrules SCP.

We have only a few paying customers in SCP. Revenues from SCP does not justify Satview to continue to service the SCP areas. Furthermore, the situation is aggravated by the position that SCP has taken in imposing tress pass fees.

As we had discussed, Satview is currently upgrading the system located in Espanola in order to provide internet speeds that are affordable and better that the service provided by the incumbent telephone company through their DSL service.

In order for us to continue service in SCP lands we propose that SCP agree sign a new franchise agreement commencing August 2013 and accept the fact that there was no trespass. We will work with SCP in order to obtain Federal grants to upgrade SCP cable plant all in order to provide low, subsidized internet service to the community.

SATVIEW BROADBAND
3550 Barron Way, Suite 13a
RENO, NV 89511

(775) 333-6626 PHONE
(775) 333-0225 Fax

In order to avoid termination of service to SCP, this matter needs to addressed and resolved as soon as possible.

We will be looking forward to your reply.

Sincerely,

Tariq Ahmad

Tariq Ahmad

ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP

ATTORNEYS AT LAW

DONNA M. CONNOLLY

505.988.8004
FAX: 505.982.0307
dconnolly@rothsteinlaw.com

Via email to Tariq Ahmad <taroil@yahoo.com>

February 6, 2015

Mr. Tariq Ahmad
Satview
P.O. Box 18148
Reno, NV 89511

Re: Santa Clara Pueblo

Dear Mr. Ahmed:

Thank you for your letter dated February 2, 2015. The arguments you make are premised upon a misunderstanding of the nature of Indian lands in general and of Pueblo lands in particular. The purpose of this letter is to clarify those matters.

First, as a matter of federal law, any use of Indian lands by a third party requires a written lease or easement satisfying federal regulations and having the approval of the Secretary of the Interior. There is no such written agreement in this case. None of the facts stated in your letter, even if true, remedy the absence of such an agreement. Thus, the cable system is in trespass and has been in trespass since 2007.

Further, almost all of the major roadways within the Pueblo's exterior boundaries are Pueblo lands, even roads that are surrounded by fee lands (non-Pueblo lands). Additionally, the City of Espanola is located almost entirely within the Pueblo's exterior boundaries. Thus, even if the lines that serve Pueblo members are the "end of the system," the lines that serve non-members that are located on roadways within the Pueblo's exterior boundaries, even those on roads inside the City limits, are likely located on Pueblo lands. Accordingly, the trespass will not be remedied by your no longer offering Satview's services to tribal members. If Satview wishes to locate its lines on a roadway owned by the Pueblo within the Pueblo's exterior boundaries, whether or not Pueblo members receive services, Satview must have a written agreement with the Pueblo that satisfies federal regulations and that has been approved by the Secretary of the Interior.

To illustrate the extent of Satview lines that are located on Pueblo lands, please refer to the two enclosed maps that you sent me. One is the map prepared by Williams Communications and titled "US Cable" ("US Cable Map") This map consists of sixteen separate sheets and appears to show the cable system located on and near Los Alamos Highway, from Guachupangue south to the Pueblo's south housing area. The other map is titled "Espanola Fiber Tree." On this map, the yellow highlighted lines, arrows, and red dots were on the map when you sent it. We added a red boarder, which indicates the top portion of the US Cable Map, and a green border, which indicates roughly the Pueblo's boundaries in this area. (We would note that the map does not

have sufficient detail to show the fee lands that are located within the boundaries.) As you can see, the lines located within the US Cable Map are just a small portion of the lines that are located within the Pueblo's boundaries. If Satview wants to use lines located anywhere inside the green border that are located on Pueblo lands, it must have a written agreement with the Pueblo meeting the federal requirements set forth above.

The Pueblo notified you before you acquired the system that it was in trespass. We have told you all along that the Pueblo would require Satview to pay trespass damages and become current on Pueblo taxes as a condition of granting Satview permission to use and occupy Pueblo lands, and you agreed to that condition. While the Pueblo is willing to negotiate with Satview on the amount due for trespass damages, it cannot agree to "accept the fact that there was no trespass," as you suggest in your letter.

I hope the foregoing information enables us to move forward to resolve this matter. Given the long-standing nature of this trespass, and the abrupt change in Satview's position regarding the conditions set by the Pueblo, if negotiations do not resume in earnest by February 27, the Pueblo will begin considering other options to resolve the trespass, including litigation.

Sincerely yours,

Donna M. Connolly

Donna M. Connolly
Attorney

Enc.

cc: Allen Naranjo
Sandra Suazo
Bethany Griego

SATVIEW BROADBAND

3550 Barron Way, Suite 13a
RENO, NV 89511

(775) 333-6626 PHONE
(775) 333-0225 Fax

February 16, 2015

Donna M. Connolly
Attorney at Law
1215 Paseo De Peralta
PO Box 8180
Santa Fe, NM 87504-8180

Re: Santa Clara Pueblo

Dear Ms. Connolly:

Reference your letter dated February 6, 2015. We have not received a response to our proposal. We are willing to continue to serve the Pueblo as we stated in our earlier letter.

Your letter did not address our proposal. Rather you have provided us with numerous plant maps. It is clear from the maps, that if we discontinue service and remove all of our equipment, it will be prohibitively costly to install replacement and at least our company will not do the same.

Based upon the economics of the service we request a timely response to our proposal. If we cannot resolve this matter by February 20, 2015, we will have no choice but to discontinue service effective March 1, 2015.

Sincerely,

Tariq Ahmad

SATVIEW BROADBAND

3550 Barron Way, Suite 13a
RENO, NV 89511

(775) 333-6626 PHONE
(775) 333-0225 Fax

February 24, 2015

Donna M. Connolly
Attorney at Law
1215 Paseo De Peralta
PO Box 8180
Santa Fe, NM 87504-8180

Re: Santa Clara Pueblo

Dear Ms. Connolly:

Reference out telephone discussion on February 23, 2015 concerning the Santa Clara Pueblo wherein you stated the following:

1. The Tribe is not interested in a percent of gross (Franchise Fee); As was in the original franchise lawfully transferred by operation United States Federal Law by the FCC.
2. Tribal position is that non-Indian residents of the City of Espanola are benefitting from the communications lines crossing the tribal lands within the city of Espanola.
3. Tribe is entitled to a portion of all revenues collected, whether on Indian lands or not.

Per my earlier request, since the tribe insists that our lines are crossing tribal lands within the City of Espanola, the tribe has the burden to prove to us which part of the City of Espanola our transmission lines are crossing on Indian lands.

We have a franchise agreement with the City of Espanola which allows us to use easements within city limits.

In order to demarcate the tribal lands from the City of Espanola, we request the tribe to provide us with the following:

1. Location of each portion of tribal lands that the tribe insists our communication lines are crossing.
2. The location should be on a map with detailed description including survey markers.

We have contacted Jemez Electric Coop and they will provide us with copies of all surveys on the Santa Clara Pueblo where our transmission lines are on their poles. We should be receiving the surveys from the Coop in the next few weeks. However we will still need items 1 and 2 as stated above.

Once we have this information we can move forward to determine how many customers would be affected due to the easements on Tribal Lands and determine how we will move forward.

SATVIEW BROADBAND
3550 Barron Way, Suite 13a
RENO, NV 89511

(775) 333-6626 PHONE
(775) 333-0225 Fax

In the meantime we have contacted the Bureau of Indian affairs concerning easements where transmission lines cross tribal lands under which the Bureau can issue for transmission lines that cross tribal lands. We will file for the easements once we get all the requisite surveys and maps.

We will be looking forward to your reply.

Sincerely,

Tariq Ahmad

Tariq Ahmad

SANTA CLARA
POST OFFICE BOX 580
(505) 753-7330
(505) 753-5375 Fax

INDIAN PUEBLO
ESPANOLA, NEW MEXICO
87532
OFFICE OF GOVERNOR

Via email to Tariq Ahmad <taroil@yahoo.com>

February 18, 2015

Mr. Tariq Ahmad
Satview
P.O. Box 18148
Reno, NV 89511

Re: Santa Clara Pueblo

Dear Mr. Ahmad:

I have reviewed a copy of your letter to our attorney Donna Connolly dated February 16, 2015. Although Ms. Connolly's February 6, 2015 letter to you was quite clear that the Pueblo would not agree to your offer to enter into a franchise agreement effective August, 2013, and "accept the fact that there was no trespass," you insist that the Pueblo has not responded to your offer. By this letter, we wish to make clear that the Pueblo rejects your offer.

We also wish to reiterate that Satview's lines and equipment are in trespass, as you were advised prior to your purchase of the cable system. Simply discontinuing service to customers, Pueblo members or non-members, does not remedy the trespass. Lines and equipment that are on Pueblo lands are in trespass, regardless of whom they serve and regardless of whether they are in use, and the important fact is that many of Satview's trespassing lines serve non-Indians in Espanola, as the maps we previously sent you show.

I urge you to reconsider your position and enter into earnest negotiations by February 28, 2015, to remedy the trespass.

Sincerely yours,

James Narcy Lt. Governor

J. Michael Chavarria
Governor

Enc.

cc: Allen Naranjo
Sandra Suazo
Bethany Griego
Donna M. Connolly

USG/Public/Documents/instruct

ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM, SCHOENBURG & BIENVENU, LLP

ATTORNEYS AT LAW

DONNA M. CONNOLLY

505.988.8004
FAX: 505.982.0307
dconnolly@rothsteinlaw.com

Via email to Tariq Ahmad <taroil@yahoo.com>

February 24, 2015

Mr. Tariq Ahmad
Satview
P.O. Box 18148
Reno, NV 89511

Re: Santa Clara Pueblo

Dear Mr. Ahmed:

I am writing in response to your letter dated today, which contains several inaccuracies. First, I never told you that the Pueblo is "entitled to a portion of all revenues collected, whether on Indian lands or not." In my email to you today, I stated:

> Satview wants the legal right to place its lines and equipment on Santa Clara Pueblo lands. If Santa Clara Pueblo grants Satview that right, it is entitled to compensation. Santa Clara is not linking that compensation to the status of Satview's customers. In fact, the Pueblo wants to unlink the two. The value to Satview of the legal right that it is requesting is greater than a percentage of sales to customers on Pueblo lands, because the lines on Pueblo lands are necessary to serve all customers within the Pueblo's grant boundary, those on and off Pueblo lands.

Compensation is not linked to revenues. Also, the burden is on Satview, not the Pueblo, to produce a survey of Satview's lines on Pueblo lands. Additionally, the City has no authority to grant easements over lands or roads that are owned by the Pueblo. Finally, the Bureau cannot issue an easement over Pueblo lands without the Pueblo's consent.

Satview is trespassing on Santa Clara lands. The February 28, 2015 deadline to enter into earnest negotiations to remedy the trespass that was set forth in Governor Chavarria's February 18, 2015 letter to you stands.

Sincerely yours,

Donna M. Connolly

Donna M. Connolly
Attorney

1215 PASEO DE PERALTA • PO BOX 8180 • SANTA FE, NEW MEXICO 87504-8180
SANTA FE • ALBUQUERQUE • TEMPE
PH: (505) 988-8004 • FAX: (505) 982-0307
rothsteinlaw.com

cc: Governor J. Michael Chavarria
Allen Naranjo
Sandra Suazo
Bethany Griego

EXHIBIT 9

COUNTY OF RIO ARRIBA

STATE OF NEW MEXICO

IN THE TRIBAL COURT OF SANTA CLARA PUEBLO

PUEBLO OF SANTA CLARA, Plaintiff,	)	CIVIL SUMMONS AND NOTICE OF HEARING
Vs.	)	CASE NO. CV-15-005
SATVIEW BROADBAND LTD; TDS BAJA BROADBAND LLC; US CABLE OF COSTAL-TEXAS, L.P., Defendants.	)	

TO: SATVIEW BROADBAND, LTD.
c/o CT CORPORATION SYSTEM
123 E. MARCY
SANTA FE, NM 87501

YOU ARE HEREBY SUMMONED to appear before the above-entitled Court on the 16th day of April, 2015; at 9:00am; to answer to the Civil complaint which is hereby served upon you. You may file your written answer with the Tribal Court Clerk's Office and serve a copy thereof upon the Plaintiff or their representative, on or before the above-mentioned date.

IF YOU FAIL TO APPEAR before the Court on the date and time set for this hearing, a judgment by default can be entered and relief asked for shall be awarded upon the Defendant's failure to appear; or upon the Plaintiff's failure to appear without just cause, the Court may dismiss the cause with prejudice.

Dated this 6th day of March, 2015.

Office of Tribal Court Clerk
SANTA CLARA PUEBLO TRIBAL COURT

* * * CERTIFICATE OF SERVICE * * *

I, Christine Aquino, the above-signed hereby certify that I mailed the above-named Respondent, this Summons and copy of civil complaint, on 6th day of March, 2015.

Certified Mailing #7013 1090 0001 8748 2012

FILED
IN MY OFFICE THIS
MAR - 3 2015
CLERK, SANTA CLARA TRIBAL COURT

IN THE TRIBAL COURT OF SANTA CLARA PUEBLO

PUEBLO OF SANTA CLARA,

Plaintiff,

vs.

NO. ~~CIV-~~ CV-15-005

SATVIEW BROADBAND LTD; TDS BAJA BROADBAND LLC; US CABLE OF COSTAL-TEXAS, L.P.,

Defendants.

COMPLAINT FOR EJECTMENT AND TRESPASS

The Pueblo of Santa Clara, for its complaint against the above-captioned Defendants, alleges as follows:

INTRODUCTION

Since April 2007, Defendants have each, at various times, operated and maintained a cable and fiberoptic system (the "Cable System") on Santa Clara lands without proper authorization or a valid lease, easement, or permit from the Pueblo of Santa Clara. This constitutes an ongoing trespass. The Pueblo of Santa Clara brings this action for ejectment and for trespass damages.

JURISDICTION

1. This Court has jurisdiction pursuant to Santa Clara Pueblo Tribal Code Secs. 2.3(2)-(4). This case is within the judicial power of this Court pursuant to Santa

Clara Pueblo Tribal Code Sec. 35.1. All other remedies offered by the Santa Clara Pueblo Tribal Code have been exhausted prior to the filing of this complaint.

PARTIES

2. Plaintiff Pueblo of Santa Clara (hereinafter "Santa Clara" or "the Pueblo") is a federally-recognized Indian tribe located within the counties of Rio Arriba and Santa Fe in the state of New Mexico.

3. Defendant Satview Broadband Ltd ("Satview") is a foreign for-profit corporation incorporated in Nebraska with its foreign registered office in Reno, NV.

4. Defendant TDS Baja Broadband LLC ("TDS Baja") is a foreign limited liability company located incorporated in Delaware with its principal place of business in Madison, WI. TDS Baja acquired substantially all of the assets of Baja Broadband, LLC ("Baja") in 2013.

5. Defendant US Cable of Costal-Texas, L.P. ("US Cable") is a foreign limited partnership formed in the state of New Jersey. The sole general partner of US Cable is US Cable Holdings, L.P., located in Montvale, NJ.

STATEMENT OF FACTS

6. Santa Clara granted Southwest Cable Corporations, Inc., the right to provide cable television services and operate and maintain a cable television system within Santa Clara's boundaries pursuant to a Contract dated April 30, 1982, and a

Service Line Agreement, dated February 27, 1984 (collectively, the "Agreement"). The Agreement was effective for a term of twenty-five years.

7. On March 24, 1999, Santa Clara's Tribal Council consented to the assignment of all rights and obligations under the Agreement to US Cable.

8. The Agreement expired on April 30, 2007, and was not extended. Beginning on that date, US Cable was in trespass on Pueblo lands.

9. Following the expiration of the Agreement, Santa Clara informed US Cable that it was in trespass and sought to negotiate a new agreement, but no agreement was ever reached.

10. On August 9, 2011, US Cable and Baja entered into an Asset Purchase Agreement for the sale of US Cable's assets to Baja.

11. In a letter dated August 19, 2011, Baja notified Santa Clara of its planned acquisition of US Cable's assets and requested that Santa Clara provide consent for the acquisition pursuant to the Federal Communications Commission's ("FCC") Form 394. Counsel for Santa Clara responded in a letter dated August 26, 2011, informing Baja that US Cable did not have a valid easement or franchise agreement in place, and Santa Clara would not consent until the ongoing trespass was resolved. The FCC approved US Cable's application to transfer certain assets to Baja on November 19, 2011.

12. Baja was in trespass on Pueblo lands as of the date of the transfer of US Cable's assets to Baja.

13. By letter dated March 1, 2012, counsel for Santa Clara again informed Baja of the ongoing trespass and expressed willingness to negotiate a new agreement, but no agreement was ever reached.

14. On March 28, 2013, Baja filed an application with the FCC to transfer substantially all of its assets to TDS Baja. On May 11, 2013, the FCC granted the application.

15. On April 4, 2013 Baja entered into an Asset Purchase Agreement with Satview for the sale of Baja's assets to Satview.

16. By letter dated May 15, 2013, Baja and Satview informed Santa Clara of Satview's planned acquisition of Baja's assets, and requested that Santa Clara provide consent pursuant to the FCC's Form 394. In a letter dated June 5, 2013, counsel for Santa Clara informed Baja and Satview that it would not provide the requested consent because Baja was in trespass on Pueblo lands, and because Satview would be in trespass if and when it assumed control over the Cable System.

17. Santa Clara has no record of FCC's approval of a transfer of assets from Baja or TDS Baja to Satview pursuant to Section 214 of the Communications Act of 1934.

18. Upon information or belief, Satview subsequently acquired the Cable System located on Santa Clara lands. Satview's Cable System has been in trespass on Pueblo lands since the date of acquisition.

19. At no time since the expiration of the Agreement on April 30, 2007, has Santa Clara or the United States issued a lease, easement, or permit to any of the Defendants for the encroachment on Santa Clara lands by the Cable System.

20. Santa Clara has repeatedly sought to resolve the trespass and negotiate a new agreement, to no avail.

21. Despite the absence of any valid franchise agreement, US Cable and Baja made annual "franchise" payments to Santa Clara, which purported to represent a percentage of total subscriber revenue for customers located on Santa Clara Pueblo lands. These payments did not negate or resolve their trespass. No such payments were made in 2013 or in the years following.

22. In 2015, Santa Clara once again attempted to negotiate an agreement with Satview to resolve the ongoing trespass, but was unsuccessful. Satview subsequently terminated all cable service to its subscribers that depended upon the Cable System located on Santa Clara lands. Satview's Cable System remains on Santa Clara lands.

COUNT 1 – EJECTMENT

23. All allegations in the preceding paragraphs are incorporated herein.

24. Defendants' successive and continued operation and maintenance of the Cable System without proper authorization or valid lease, easement or permit constitutes a trespass on the Pueblo of Santa Clara's lands and is a violation of Santa Clara Pueblo Tribal Code Sec. 116.2.

25. The Pueblo is entitled to an order ejecting Defendants and their personal property from the Santa Clara Tract and requiring Defendants to remove their cables, facilities, and any other unauthorized structures and personal property.

COUNT 2 – TRESPASS DAMAGES

26. All allegations in the preceding paragraphs are incorporated herein.

27. Defendants' Cable System has been and continues to be in trespass on the Santa Clara lands and has thereby caused damages to the Pueblo in such amounts as may be proven at trial.

28. Defendants are also liable for trespass damages as set forth under Santa Clara Pueblo Tribal Code Sec. 116.3, including the value of any actual loss or damage to the land, including the full cost of remediating such damage, plus trespass damages in the amount of $10.00 per acre per day for the full period during which trespass exists.

WHEREFORE, the Pueblo respectfully requests judgment against the Defendants:

1. Ordering Defendants to promptly remove from Santa Clara lands all cables, facilities, structures, and personal property, and to restore the subject lands to their natural state;

2. Ordering that if Defendants fail or refuse to comply with such injunctive relief within a reasonable time, the Pueblo would be authorized to take possession of and remove all cables, facilities, structures, and personal property and to dispose

of them without further order of the Court, notice, or accounting, in the same manner as abandoned property;

3. Awarding the Pueblo damages attributable to Defendants' unauthorized use, occupancy, and disturbance of the encroached areas, including without limitation, expenses of removal and disposition of all cables, facilities, structures, and personal property; and restoration of damaged areas in an amount to be determined at trial; and

5. Awarding other and further relief that the Court deems just and appropriate.

Respectfully submitted,

ROTHSTEIN, DONATELLI, HUGHES,
DAHLSTROM, SCHOENBURG & BIENVENU, LLP

By: Donna M Connolly

Richard W. Hughes
Donna M. Connolly
P.O. Box 8180
1215 Paseo De Peralta
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Attorneys for Plaintiff