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October 15, 2015

Lynne Montgomery, Esq.
Federal Communications Commission
Media Bureau
445 12th Street, SW
Washington, DC 20554

Re: MB Docket No. 14-258
CSR-8895-C

Dear Ms. Montgomery:

On behalf of Optical Telecommunications, Inc. and HControl Corporation (collectively, "OpticalTel"), this is in response to your email dated October 5, 2015.

Consistent with its Answer submitted in this proceeding on April 14, 2015, OpticalTel fully agrees with your assessment that OpticalTel is a Dish reseller and not a cable operator.¹ OpticalTel's responses to your specific questions are set forth below:

1) You are correct that the document provided as Attachment 2 to OpticalTel's Answer is a blank copy of the Exhibit A that, pursuant to the Dish "Neighborhood Value Program Amendment," served to replace Schedule 1 to the Dish Bulk Agreement in its entirety.² This form was offered to illustrate the fact that, during the period when this form was in use by Dish (at least between 2005-2008), Dish did not offer a choice between "transport" and "non-transport" with respect to local broadcast signals retransmitted by Dish.

Thus, at the time the Sail Harbour and Glades Country Club agreements were entered into, while a Dish reseller could choose not to offer Dish's lineup of retransmitted local broadcast signals, if it elected to do so, such stations would be provided as part of the programming package as to which Dish was solely responsible for securing any necessary retransmission

¹ As explained in its Answer, OpticalTel has never believed that the facilities located at Sail Harbour or Glades Country Club are "cable television systems" as defined by Section 76.5(a) of the Commission's rules. Nevertheless, in response to Sun's assertion that such facilities were cable systems and in light of the crippling financial penalties threatened by Sun, OpticalTel registered these communities at the FCC and submitted compulsory license payments to the U.S. Copyright Office. In short, these prophylactic steps were taken in an abundance of caution and as an additional demonstration of good faith.

² In OpticalTel's experience, Dish requires affiliates to execute the non-negotiable Bulk, Digital and Neighborhood Value Program Amendment agreements simultaneously.

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consents. To the best of OpticalTel's knowledge, Dish did not offer to provide "transport" of local broadcast signals to third parties during this period.

As shown by Schedule 4(B) to the Cypress Trails agreement submitted as Attachment 1 to OpticalTel's Answer, at some time after 2008 and prior to the date of that agreement (November 2013), Dish began offering its affiliates both a "transport" and "non-transport" option in new contracts with respect to the package of local broadcast signals retransmitted by Dish. OpticalTel elected the "non-transport" option for Cypress Trails.

As you requested, we are providing an executed copy of the entire agreement for Sail Harbour as Exhibit 1 hereto.

2) The previous Dish reseller at Glades Country Club was Accelerated Broadband, LLC. To the best of OpticalTel's knowledge, Accelerated Broadband has ceased operations and thus would be unable to provide a copy of the Dish resale agreement for Glades Country Club.

As shown by Exhibit 2 submitted herewith, Dish approved the assignment of resale agreements covering thirteen communities from Accelerated Broadband to HControl Corporation (OpticalTel) on December 19, 2012, including the resale agreements dated December 6, 2007 relating to Glades Country Club, thereby confirming that OpticalTel is an authorized Dish reseller at that community. To the best of OpticalTel's knowledge, it was never provided with a copy of the executed Dish affiliation agreements for Glades Country Club.

Given the time frame during which the Dish resale agreements acquired from Accelerated Broadband were executed, the parties have performed under these agreements in accordance with the terms and conditions of the contemporaneous Sail Harbour agreements. Indeed, attached as Exhibit 3 is an email from Dish confirming that the same contractual templates were in use during the time frame when both the Sail Harbour and Glades Country Club agreements were entered into, and attaching copies of agreements entered into by an unrelated Dish reseller that serve to document this fact.³

3-5) As explained in response to Question 1 above, at some time prior to November 2013 (but after 2008), Dish began including the option to choose between "transport" and "non-transport" with respect to local broadcast signals in new reseller agreements. OpticalTel is not aware of the precise date when Dish began offering this option.

Prior to its inquiry in December, 2014 described below, OpticalTel has no record of receipt of any notice or communication from Dish requesting resellers operating under pre-existing agreements to elect between "transport" and "non-transport," or to pay additional fees to Dish to continue to resell local broadcast signals retransmitted by Dish on a non-transport basis.

³ As noted above, it is OpticalTel's understanding that during any particular timeframe, Dish uses the identical set of non-negotiable templates for all of its affiliates.

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As explained in its Answer, OpticalTel first became aware of this issue upon review of the unsupported, hearsay assertion in Sun's Complaint that Dish's internal records may somehow have been erroneously treating Dish's retransmission of local broadcast signals to residents of Sail Harbour and Glades Country Club as "transport," contrary to the intent and long-standing course of dealing of the parties.

Accordingly, OpticalTel contacted Dish in December, 2014 to request clarification, and received the letter dated January 22, 2015 in response, which was submitted as Attachment 3 to OpticalTel's Answer. Although that letter was signed by the "Dish Business Team" rather than by a particular individual, we submit as Exhibit 4 hereto the email chain by which the letter was transmitted by Dish to OpticalTel.

In short, at all relevant times, OpticalTel has been a fully authorized reseller of the Dish service, including the local broadcast signals retransmitted by Dish, at both Sail Harbour and Glades Country Club, and thus Dish remains solely responsible for any retransmission consent obligations. Moreover, your question to Sun seems to assume that OpticalTel's status was "changed" in December 2014 from "transport" to "non-transport." To the contrary, as the facts in this proceeding make clear, OpticalTel has never elected the "transport" option for Sail Harbour or Glades Country Club, and when asked to make such an election for the first time, OpticalTel responded that it has always expected and intended to resell the local broadcast signals retransmitted by Dish pursuant to the FCC's long-standing policy whereby the satellite carrier, not the reseller, is solely responsible for securing appropriate retransmission consent.

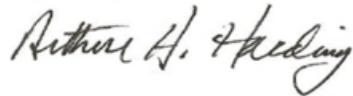
6) You have requested documentation that OpticalTel is current in its payments to Dish for Sail Harbour and Glades Country Club. Attached are redacted copies of representative Dish invoices. The unredacted versions will be delivered directly to you under the confidentiality provisions of Section 0.459 of the Commission's rules. These invoices show the amounts paid during the prior period as well as the balance due for the coming period, and serve to demonstrate OpticalTel's track record of regular substantial payments to Dish.

In conclusion, it should now be beyond dispute that OpticalTel has been fully authorized to sell the Dish MVPD service, including the local broadcast signals retransmitted by Dish, at Sail Harbour since February 2006 and at Glades Country Club since December 2012. As such, the responsibility to obtain retransmission consent and to remunerate broadcasters accordingly, as well as to pay appropriate copyright royalties, rests squarely with Dish. OpticalTel has no reason to believe that Dish has not fully compensated Sun for Dish's retransmission of WXCW to viewers at Sail Harbour, Glades Country Club and other areas where the Dish service is distributed. In any event, this is a matter to be resolved directly between Sun and Dish.

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Sun's meritless complaint against OpticalTel should be promptly dismissed.⁴

Respectfully submitted,



Arthur H. Harding

AHH/kds

cc: Mary Beth Murphy
Steven Broeckaert
Evan Baranoff
Wayne Johnsen, Esq.

Attachments

AM 55094098.1

⁴ It should also be noted, in addition to the fact that OpticalTel, as a non-MVPD DBS reseller, is not subject to retransmission consent obligations, it is also exempt from retransmission consent pursuant to Section 76.64(e). As explained in its Answer, OpticalTel has agreed, upon termination of its right to resell the Dish service, to transfer ownership of the on-site antenna used to receive all signals, including all television stations retransmitted by Dish, to the relevant homeowners association ("HOA"), without charge. Contrary to Sun's unsupported assertion, the FCC has never limited the MATV exception to a particular type of on-site reception facility, whether off-air or satellite antenna, so long as that antenna has been offered to the HOA to facilitate the continued receipt of broadcast signals. *TV Max, Inc.*, 28 FCC Rcd 9470 (2013), cited by Sun, is inapposite because, in that case, broadcast signals were being received at an off-site reception antenna and delivered over facilities in public rights-of-way, as contrasted with the on-site reception antenna used by OpticalTel and located entirely on private property.

EXHIBIT 1

BULK PROGRAMMING SERVICES AGREEMENT

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

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

<i>FOR INTERNAL USE ONLY:</i>	
Operator Number:	_____
System Number:	_____

OPERATOR:

Legal Name of Entity: HControl Corporation

Type of Entity: Corporation

State of Formation: Florida

D/B/A: HControl

Address for Notices: 5000 SW 75th Ave. Suite 103
Miami, Fl 33155

Facsimile: (786) 888-7778

Telephone: (305) 507-7777

Property Name: Sail Harbour

Property Address: 16244 Via Solera Circle Fort Myers, Florida 33908

NOTE: THIS AGREEMENT MUST BE COMPLETED FOR EACH PROPERTY.

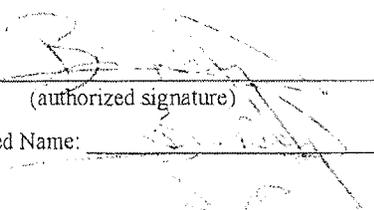
Effective Date: December 1, 2005 (To be completed upon execution)
(Month) (Day) (Year)

Expiration Date of Initial Term: June 30, 2009 (To be completed upon execution)
(Month) (Day) (Year)

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

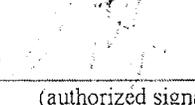
ECHOSTAR SATELLITE L.L.C.
 By EchoStar DBS Corporation, its sole member

OPERATOR

By: 
(authorized signature)

Printed Name: _____

Title: _____

By: 
(authorized signature)

Printed Name: Mario M. Bustamante

Title: CEO

1. Definitions.

"Affiliate" means a company, person or entity directly or indirectly controlling, controlled by, or under common control with another company, person or entity.

"Bulk Programming" or "EchoStar Programming" means any video or audio programming service delivered to Operator pursuant to this Agreement.

"Guest Property" means a hotel, motel, hospital, other healthcare facility, or any other similar type of facility located in the Territory that regularly permits overnight or otherwise short-term stays by individuals.

"Multiple Dwelling Unit" means a building located in the Territory subdivided into two or more individual single family residential dwelling units, which consists solely of apartment complexes, condominiums, townhomes, or residential dormitories.

"Property" means the Multiple Dwelling Unit(s) or Guest Property referenced on the first page of this Agreement which is receiving EchoStar Programming pursuant to this Agreement.

"Property Agreement" means the right of entry or other similar type agreement which allows Operator access to the Property and the ability to distribute video and audio programming services to residents of the Property.

"Subscriber" means, for purposes of this Agreement only, each of the following: (i) for a Multiple Dwelling Unit system, each individual dwelling unit at the Property, (ii) for a Guest Property, each television and other viewing unit in each Guest Property. In addition, each of the following will be deemed to be a Subscriber: (a) each guest room, as well as each television and other viewing unit located outside a guest room, in a hotel, motel, inn, ship in U.S. waters or similar place of accommodation serviced by a System, (b) each patient/resident room, as well as each additional television and other viewing unit, in a hospital or nursing home serviced by a System, and (c) each television and other viewing unit in a prison or truck-stop serviced by a System. In any event, the term Subscriber will not include any connection not authorized pursuant to this Agreement. Each Subscriber shall be considered a "Drop" for purpose of Schedule 1.

"System" means a coaxial, fiber optic or hybrid fiber optic SMATV, MMDS or 18 GHz multi-channel audio/video services distribution system owned or managed by Operator, which serves the Property. A system may serve multiple Properties.

"Territory" means the United States, its commonwealths, territories and possessions.

"Total Number of Households Passed" shall be determined by the cumulative count of all dwelling units at the Property which are occupied or qualify for a Certificate of Occupancy as provided by a governing authority or building inspector which must be provided to EchoStar upon request. Each "Household Passed" shall be considered a "Drop" for purposes of Schedule 1.

2. Term. The initial term of this Agreement begins on the Effective Date and terminates on the Expiration Date set, each as set forth on the first page of this Agreement ("Initial Term"). In no event shall the Initial Term exceed ten (10) years. After the Initial Term set forth on the first page, this Agreement will renew automatically for successive one (1) year terms ("Renewal Term") unless either Party gives written notice of non-renewal to the other at least ninety (90) days before the end of the Initial Term or any Renewal Term. The "Term" of this Agreement is the Initial Term plus any number of Renewal Terms.

3. EchoStar Responsibilities.

3.1 Programming. EchoStar will provide the Bulk Programming selected by Operator from Schedule 1 to Operator's headend receiving equipment at the Property for distribution by Operator to Subscribers at the Property. Once a programming package is selected by Operator, Operator shall provide such package to all units at the Property regardless of occupancy status. In no event shall different programming packages be offered to different Subscribers. Operator acknowledges that the owners/distributors of Bulk Programming, rather than EchoStar, determine the content of the Bulk Programming, and as a result EchoStar shall have no responsibility or liability for Bulk Programming content. As between Operator and EchoStar, or EchoStar and any Subscriber, EchoStar has the sole right to edit, select, schedule and determine the EchoStar Programming services contained in the EchoStar Programming packages set forth in Schedule 1 or otherwise offered and to determine and change fees charged to Operator for such EchoStar Programming. EchoStar may add, delete or modify the Bulk Programming from time to time in its sole discretion and will notify Operator of the addition or deletion of available Bulk Programming, which may be caused, among other things, by satellite programming industry changes or the termination, modification or replacement of EchoStar's programming agreements. Any changes to the Bulk Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar.

3.2 Satellite Delivery.

3.2.1 EchoStar may distribute Bulk Programming signals via satellites owned, leased, operated or otherwise accessed by EchoStar or Affiliates of EchoStar as currently constituted or from such satellites and at such orbital locations as may be added to the EchoStar fleet at any time and from time to time as determined by EchoStar in its sole discretion.

3.2.2 EchoStar has the right, without liability, to interrupt transmission of Bulk Programming (A) whenever required under the terms of an applicable programming or other agreement (for example, when required for blackouts of sports events), and (B) when reasonably necessary, as determined by EchoStar, for testing or maintenance, so long as EchoStar uses commercially reasonable efforts to minimize disruption of the Systems' delivery of Bulk Programming to Subscribers (for example, by conducting the interruptions during overnight hours or periods of low viewership).

3.2.3 EchoStar makes no representation or warranty about the signal encryption and delivery systems that encrypt and transmit the Bulk Programming signals, including but not limited to the quality of any such signals, the availability of any such signals or the continued availability of any such signals from any specific satellite or satellite receiving facilities or capabilities because of any changes to such signal encryption or delivery systems. EchoStar will provide Operator prior notice as is reasonably practicable of any change to a signal encryption or delivery system. However, EchoStar is not responsible for any costs Operator may incur in altering its receiving facilities or capabilities as a result of any such change.

3.3 Authorizations. EchoStar will authorize receipt of Bulk Programming in accordance with EchoStar's standard procedures, but it will be Operator's responsibility to instruct EchoStar when an integrated receiver/decoder ("IRD") is to be authorized or deauthorized for a System.

3.4 Compliance with Operator Requests. EchoStar will have no liability to Operator, any Subscriber or any third party arising out of EchoStar's fulfillment of any request or response to any instructions which EchoStar reasonably believes to have been given by Operator, whether or not such request or instructions were given in writing (including, without limitation, instructions relating to authorization or deauthorization of Bulk Programming).

4. Operator Responsibilities.

4.1 Responsibility for Systems and Costs. Operator will purchase, install, repair, maintain and operate the System at the Property, including without limitation headend equipment, for receipt, decoding and distribution of Bulk Programming to Subscribers which may include, but are not limited to, IRDs, de-scrambling equipment, multi-switches, racks, combiners, splitters and amplifiers. All IRD's that receive signal from EchoStar satellites shall be purchased from EchoStar or from an authorized EchoStar Private Cable Operator distributor. Unless specifically provided in this Agreement or agreed upon in a separate written agreement between the parties, EchoStar shall have no obligation to provide or maintain the System or related equipment. Operator agrees to keep the System and all related equipment in good working order and repair. Operator will be responsible to ensure that scrambling/descrambling equipment and encryption technology is utilized within its System to prevent piracy of any Bulk Programming. Operator will maintain each descrambler at the Property, unless and until a new location is approved in writing by EchoStar. Operator is encouraged to have available spare headend IRDs reasonably required for replacement purposes.

4.2 Payments. Operator is responsible for invoicing and collecting payments from Subscribers for receipt of Analog Programming.

4.3 Authorizations. Operator must at all times maintain a Property Agreement and any other required rights to provide EchoStar Programming to Subscribers of the Property. Operator shall immediately notify EchoStar in writing if Operator receives notice that may affect Operator's ability to provide EchoStar Programming to the Property.

4.4 Sales; Subscriber Collections. Operator will use its commercially reasonable efforts to sell EchoStar Programming to Subscribers. Operator will collect from Subscribers and remit to the appropriate authorities all applicable taxes and fees, including but not limited to sales taxes and use taxes.

4.5 Exclusivity. Operator agrees that the EchoStar Programming will be the sole and exclusive multi-channel video and audio programming services provided by Operator, or any of Operator's Affiliates, to Subscribers at the Property, without regard to the means of delivery of such programming service, except that Operator may offer: 1) local off-air television signals via off-air antenna or via another transport technology only, and 2) other programming that is not offered or available from EchoStar, provided, however, if such programming becomes available from EchoStar, Operator agrees to use its best efforts to purchase such programming from EchoStar. Operator agrees to purchase such programming from EchoStar once any existing agreement for such programming has either terminated or expired and Operator further agrees to not renew any existing agreement for such programming. Operator agrees that it will not receive any of the programming channels which comprise any of the Bulk Programming packages in Schedule 1 from any third party, including without limitation, cable distribution, C-band or DBS.

4.6 No Drop. Operator agrees that it will make available, for the entire Term of this Agreement, a minimum level of Programming of the Bulk Basic programming package described on Schedule 1 (as such package may be modified by EchoStar over time) or above to all dwelling units at the Property.

4.7 Redistribution Prohibited. Operator agrees that it will take all commercially reasonable precautions to ensure that other person(s) or entities do not, directly or indirectly, (i) reproduce, resell, retransmit, rebroadcast or otherwise redistribute in any manner or form any Bulk Programming, or (ii) make any modification, addition or deletion to any of the Bulk Programming. If Operator becomes aware that any unauthorized party is receiving, transmitting or exhibiting any part of the Bulk Programming, Operator will notify EchoStar in writing of the name and address of such party. Further, if any such activities are in any way related to Operator or its operations, including but not limited to any rights or obligations under this Agreement, then Operator will immediately take all appropriate steps to prevent such activities. This subsection does not apply to the recording, after receipt by a Subscriber, of Bulk Programming by private individuals for in-home viewing only.

4.8 Exhibition.

4.8.1 Operator will ensure that Bulk Programming is exhibited to Subscribers without delay, interruption, alteration, addition, deletion or editing of any portion thereof and in a manner which will permit highest quality reception by Subscribers of audio and visual elements.

4.8.2 Operator shall take all necessary precautions with respect to Property locations to ensure that programming services are received only by Subscribers and shall take all reasonable precautions to prevent unlawful reception, recording, copying, reproduction, retransmission or duplication of said programming services.

4.8.3 Operator will ensure that premium, or pay-per-view programming is not exhibited in any common areas at the Property such as reception areas, waiting areas, fitness rooms, or such other areas.

4.8.4 Operator will not superimpose any audio or visual elements over Bulk Programming as viewed by Subscribers, and will not allow, unless controlled by the Subscriber through the Subscriber's own equipment, any audio or visual elements to appear on the screen of Subscriber's receiver simultaneously with any Bulk Programming (i.e., through use of a split screen or reduction of the Bulk Programming picture size), other than electronic

program guides and other interactive services that appear on screen regardless of what channel the Subscriber is tuned to or as may be required by federal regulations governing emergency alerts.

4.8.5 Operator will not permit the exhibition of any Bulk Programming at a public place where a cover charge or other admission fee is charged to individuals to view the Bulk Programming, unless specifically authorized in writing by EchoStar.

4.8.6 Operator will ensure that no Bulk Programming is delivered to any hotel, motel, inn, ship in U.S. waters or similar place of accommodation unless such signal is received by each guest room and all other television sets and viewing units in such place of accommodation. Operator will ensure that no Bulk Programming is delivered to any hospital or nursing home unless such signal is received by each patient/resident room and all other television sets and viewing units in such hospital and nursing home. Operator will ensure that no Bulk Programming is delivered to any guest property, prison or truck-stop unless such signal is received by all television sets and viewing units in such commercial establishment, prison or truck-stop.

4.9 Customer Service. Unless otherwise agreed upon in a separate writing between the Parties, Operator will be responsible for the purchase and installation of all equipment related to its Systems and day-to-day service contact with Subscribers. Operator will: (i) maintain an incoming service telephone line that accepts trouble reports and billing and other inquiries from Subscribers, 24 hours a day, 365 (or 366) days a year; (ii) use commercially reasonable efforts to respond to each Subscriber trouble call, inquiry and installation request within 24 hours; (iii) employ technically competent service personnel to install and maintain the System in a commercially reasonable manner; and (iv) provide ongoing technical training for all technical employees.

4.10 Obligations to Programmers. Upon notice thereof, Operator will comply with all requirements established by Programmers and communicated to Operator, including but not limited to blackout requirements and commercial exhibition restrictions. EchoStar may blackout or otherwise modify programs to comply with programmers agreements or governmental requirements.

4.11 Signal Theft. Operator shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Bulk Programming; (iii) alter any EchoStar equipment or "Smart Cards", or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (iv) manufacture, import, offer to the public, sell provide or otherwise traffic in any technology, product, service, or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (v) aid any others in engaging in, or attempting to engage in, any of the above prescribed activities. Operator shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity and agrees to cooperate with EchoStar in the prosecution of any such activities including providing any documentation requested by EchoStar related to such activities.

4.12 Multiple Properties. If more than one property is served by a single System, Operator must execute this form agreement for each Property served by the System. Operator may not serve additional properties with EchoStar Programming without a separate agreement authorizing such service.

5. Equipment.

5.1 Purchase Orders. In the event that Operator desires to purchase a System or other equipment from EchoStar, or any Affiliate of EchoStar, Operator shall order such products by completing a written Equipment Order Form in the form attached as Schedule 2. An Equipment Order Form shall be a binding commitment by Operator. Any failure to confirm an Equipment Order Form shall not be deemed acceptance by EchoStar. Equipment Order Forms of Operator shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms stated in an Equipment Order Form shall not be binding upon EchoStar unless expressly agreed to in writing by EchoStar. In no event shall EchoStar be liable for any delay, or failure to fulfill, any Equipment Order Form (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms of an Equipment Order Form and the terms of this Agreement, the terms of this Agreement shall prevail. Operator agrees that EchoStar has no obligation to re-purchase Systems or equipment back from Operator at any time for any reason.

5.2 Receivers For Sale. Operator may purchase EchoStar receivers for the sole purpose of delivering Bulk Programming. Prices and availability are subject to change. Current prices are set forth on Schedule 3.

5.3 Warranty and Receiver Return/Replacement. All receivers purchased from EchoStar or an EchoStar Affiliate shall be subject to the Limited Warranty and Return Authorization process set forth in the manual included with each such receiver.

5.4 Use Within Territory. Operator agrees that it shall only use EchoStar equipment in the "Territory." Operator represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of EchoStar equipment or Systems, in whole or in part, outside of the Territory, and agrees to take all reasonable and adequate steps to prevent the export or sale of such equipment or Systems outside of the Territory.

6. Reports.

6.1 Bulk Headend Services Form. Operator will submit an accurate Bulk Headend Services Form, as described in Schedule 4, certified by its chief financial officer, another officer, or other person acceptable to EchoStar at the time of execution of this Agreement, setting forth (i) the Total Number of Households Passed of the Property or a minimum of thirty-five (35) units, whichever is greater ("Subscriber Minimum"), (ii) the specific Programming to be received at each unit of the Property, and (iii) any other information determined by EchoStar as needed for computation of amounts due EchoStar or reasonably requested by EchoStar (whether due at that time or later). The Bulk Headend Services Form will be submitted to EchoStar in an electronic format compatible with EchoStar's billing system requirements and in a form otherwise reasonably acceptable to EchoStar. Operator will provide in writing to EchoStar any and all changes in Total Number of Households Passed as well as any request for modifications to the EchoStar Programming provided to the Property at least thirty (30) days in advance.

6.2 Other Reporting. Operator will comply promptly with other reasonable reporting requirements adopted from time to time by EchoStar to facilitate compliance with legal requirement or with Programming Agreements.

chosen by Operator to be provided to Subscribers; (ii) any act, error or omission of Operator in connection with the provision of EchoStar Programming to Subscribers; (iii) Operator's failure to comply with Legal Requirements; (iv) Operator's performance or failure of performance under this Agreement and any direct or indirect results thereof; (v) Operator's lawful or unlawful acts or omissions (or those of any of Operator's employees or agents, whether or not such acts are within the scope of employment of such employees or agents) relating to the sale, marketing, advertisement, promotion or distribution of Programming and DISH DBS IRDs and equipment; (vi) the breach of any of Operator's representations or warranties herein; (vii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers. The provisions of this Section shall survive termination or expiration of this Agreement indefinitely.

14. **Confidentiality; Press Releases.** Operator will not disclose (whether orally or in writing, by press release or otherwise) to any third party any information with respect to the provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (a) to its officers, directors, employees, auditors and attorneys who have a need to know such information (collectively), in their capacity as such, but such necessary personnel must agree to abide by the provisions of this Section and Operator will be responsible for any breach of the provisions of this Section by such necessary personnel; (b) to the extent necessary to comply with Legal Requirements; (c) to comply with its obligations under this Agreement; or (d) as agreed by EchoStar in writing. This Section will survive, indefinitely, the expiration, termination or assignment of this Agreement.

15. **Relationship of the Parties.** This Agreement is a commercial contract between Operator and EchoStar and the relationship of the parties hereto is that of independent contractor. Nothing in this Agreement will be deemed to make the Parties partners or joint venturers or in any way imply any duties by one Party to the other except as expressly provided in this Agreement and neither Party will by virtue of anything in this Agreement be liable for the obligations of the other Party whether hereunder or to any third party. This Agreement binds the Parties and their permitted successors and assigns. No Subscriber or other person will be entitled to rely on this Agreement.

16. **Trademarks.** Operator acknowledges that the names, marks, trademarks and logos of EchoStar, the DISH Network, EchoStar Communications Corporation and its Affiliates, the Programmers, the titles of programs contained in the EchoStar Programming, and any variations incorporating them ("Marks"), are the exclusive property of their respective owners, and Operator has no and will acquire no proprietary rights to the Marks by reason of this Agreement. Operator has and will have no rights to use the Marks except at the times and in a manner expressly communicated to Operator by EchoStar and the owner of a particular Mark. Operator will not publish or disseminate any material that violates this paragraph or any restrictions imposed by EchoStar, the owner of a particular Mark or a Programmer. Operator will keep copies of all original promotional and advertising materials relating to its marketing and distribution of the EchoStar Programming for at least 6 months after each piece's first distribution, and will promptly make them available to EchoStar upon request.

17. **Choice of Law; Venue; Consent to Jurisdiction; Arbitration.** The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contractor under statute, shall be governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. The parties hereby agree that venue and jurisdiction in Colorado is appropriate for all claims and controversies arising out of, or in any way related to, this Agreement. Any and all disputes, controversies or claims between Operator and EchoStar arising out of or in connection with this Agreement, which are not settled through negotiation, shall be resolved solely and exclusively by binding arbitration in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association. In the event of any conflict between the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, the Federal Arbitration Act will control. Arbitration proceedings shall be initiated by written notice from the initiating party to the other party stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within 30 days of sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within 30 days of the claimant(s) notifying the respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within 30 days of their appointment. The decision of the arbitrators shall be final and binding on the parties and any award of the arbitrators may be entered and enforced as a final judgment in any state or Federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the arbitrators' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement. The cost of any arbitration hereunder, including without limitation the cost of the record or transcripts thereof, if any, administrative fees, and all other fees involved, shall be paid by the party(ies) determined by the arbitrators to not be the prevailing party(ies), or otherwise allocated in an equitable manner as determined by the arbitrators. Nothing contained herein shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party.

18. **Entire Agreement.** This Agreement, together with all Addenda, exhibits and schedules thereto, constitute the entire Agreement between the Parties, and supersedes all previous understandings, commitments or representations concerning the subject matter of this Agreement. All such previous understandings, commitments or representations concerning the subject matter of this Agreement are set forth herein. Each Party acknowledges that the other has not made any representations other than those contained in this Agreement. Except as provided in this Agreement, this Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the Party against whom the amendment, modification or waiver is sought to be enforced. If any portion of this Agreement is held to be unenforceable, then the remainder of the Agreement will survive and will be construed as well as possible to reflect the intent of the parties.

19. **Force Majeure.** EchoStar shall be excused from performance, and shall not have any liability to Operator or any other person or entity, with respect to any failure of EchoStar to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event including without limitation any labor dispute, fire, flood, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, any problem associated with the construction, use or operation of satellite(s), transponder(s) or related systems such as uplink facilities or equipment, interference from other communications systems, solar flares or other such anomalies, degradation or interruption of protection systems, the failure of a Programmer to make its programming available, any problem associated with any scrambling/descrambling equipment or any other equipment owned or maintained by

EchoStar or others, action or order of any judicial, legislative, governmental or quasi-governmental authority, or any cause beyond EchoStar's reasonable control.

20. **Disclaimer of Warranties.** OPERATOR UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ECHOSTAR WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN OR ANY EQUIPMENT PROVIDED BY ECHOSTAR, EXCEPT AS PROVIDED FOR IN MANUFACTURERS USERS MANUAL. ECHOSTAR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN AND ANY EQUIPMENT PROVIDED BY ECHOSTAR, AND THE INSTALLATION AND FUNCTIONING OF SUCH SYSTEM, INCLUDING, WITHOUT LIMITATION, (1) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, (2) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT, AND (3) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

21. **Insurance.** Operator shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics, which at a minimum shall be no less than \$1 million per occurrence. All such policies and coverages shall be primary and non-contributory, issued by insurers, licensed to do business in any state in which Operator conducts business operations in connection with this Agreement, and endorsed to provide EchoStar at least 30-days prior notification of cancellation or material change in coverage.

22. **Non-Exclusivity.** Operator acknowledges that: (i) nothing in this Agreement is intended to, nor shall it be construed as conferring any exclusive territory or any other exclusive rights to Operator; (ii) EchoStar and its Affiliates make absolutely no promises, representations or warranties as to the amount of business or revenue that Operator may expect to derive from participation in this Agreement; (iii) Operator may not realize any business or revenue as result of its participation in this Agreement; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at any time in the future may offer in its sole discretion for any reason, others the opportunity to enter into the same or similar Agreement in the same geographic area in which Operator is located and elsewhere; (vi) Echosphere L.L.C. and all other Affiliates of EchoStar shall have the right to distribute products and solicit orders for EchoStar Programming throughout the Territory, and in competition with Operator, without any obligation or liability to Operator whatsoever, and without providing Operator with any notice thereof; (vii) EchoStar and its Affiliates shall be entitled, among other things, to: (a) solicit orders for EchoStar Programming, (b) sell, lease and otherwise transfer possession of DISH DBS Systems and promotional certificates, (c) perform installation and maintenance services (directly and through subcontractors) for DISH DBS Systems and related accessories, and (d) provide EchoStar Programming and other programming directly to residents of the Property upon request from such a resident in each case throughout the Territory and in competition with Operator, without any obligation or liability to Operator, whatsoever, and without providing Operator with any notice thereof

23. **Limitation on Damages.** IN NO EVENT WILL ECHOSTAR BE LIABLE TO OPERATOR, OR ANY PERSON CLAIMING THROUGH OPERATOR, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD, EQUIPMENT OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT. IN NO EVENT SHALL ECHOSTAR HAVE ANY LIABILITY TO OPERATOR FOR ANY OUTAGE OR DISRUPTION IN ECHOSTAR PROGRAMMING IN EXCESS OF THE APPLICABLE AMOUNT THAT WOULD HAVE BEEN CHARGED TO OPERATOR FOR SUCH PROGRAMMING DURING SUCH TIME OF OUTAGE OR DISRUPTION. IN ADDITION, ECHOSTAR SHALL HAVE NO LIABILITY TO OPERATOR FOR ANY ACT OR OMISSION OF ANY PROGRAMMER OR THIRD PARTY PROVIDER OF SERVICES IN CONNECTION WITH ECHOSTAR'S DELIVERY OF PROGRAMMING.

24. **General.**

24.1. **No Implied Waiver.** Except as expressly provided in this Agreement, no failure or delay by either Party to exercise any right, power or privilege under this Agreement will operate as a waiver; nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and remedies granted in this Agreement will be in addition to other rights and remedies to which the Parties may be entitled at law or in equity.

24.2. **Successor Interests; Assignment.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Operator. Operator shall not assign this Agreement without the prior written consent of EchoStar which consent shall not be unreasonably withheld. By way of example and not limitation, EchoStar may reasonably withhold consent for reasons such as creditworthiness of the proposed assignee, or if the assignee is a competitor of EchoStar. Because this Agreement is made by EchoStar in reliance on the financial, business and personal reputation of Operator and its ownership and management, any change in control of Operator shall be deemed an assignment requiring EchoStar's consent hereunder. If EchoStar denies consent for any reason, Operator shall have the option to terminate this Agreement and pay EchoStar 20% of the average of the last three months invoices for EchoStar Programming multiplied by the number of months remaining in the Initial or any Renewal Term ("Buyout"). If Operator assigns this Agreement in contravention of this Section, EchoStar may, at its option, continue this Agreement in full force and effect, or immediately terminate the Agreement in which event Operator shall pay the Buyout referenced above upon demand.

24.3 Survival. The following provisions shall expressly survive the expiration or termination of this Agreement 8, 11, 12, 13, 17, 20, 14, 15, 19, 22 and 23. All other provisions of this Agreement that by their nature contemplate obligations that would reasonably be expected to continue beyond the end of the Term to give effect to the intent of the Parties will survive the expiration or termination of this Agreement.

24.4 Construction. Each of the parties acknowledges that this Agreement has been fully negotiated by the Parties with assistance of counsel and, therefore, no provision of this Agreement will be construed or interpreted against any Party because such Party or its legal representatives drafted such provision.

24.5 Headings. This Agreement's section headings are for convenience only, are not to be deemed part of its substantive provisions, and are not to be considered in its construction or interpretation.

24.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original. All such counterparts together will constitute one instrument.

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

SCHEDULE 1 BULK RATE CARD PROGRAMMING

April 1, 2005

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

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

Basic Package:

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

Popular Programming Packages*:

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

Sports:**

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

Bulk Programming Services Agreement
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Initial: EchoStar  Operator 

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

Premium Programming Packages*:

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

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

Add-On Packages:

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

International Programming*:

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

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

LOCALS PACKAGES (May Include NBC, ABC, CBS & FOX - Additional Channels May Be Available)	████████████████
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Applicable Fees:

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

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

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

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

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

**SCHEDULE 2
EQUIPMENT ORDER FORM**

Date: December 7th, 2005

For equipment orders, please provide the following information and e-mail to CommercialAdmin@echostar.com or fax to (720) 514-8420. This Equipment Order Form is subject to the terms and conditions of the applicable Programming Services Agreement between EchoStar and the Operator specified below.

Customer / Billing Information			
Operator Name:	<u>HControl Corporation</u>		
Street Address:	<u>5000</u>	<u>SW</u>	<u>75th Avenue Suite 103</u>
City:	<u>Miami</u>	State:	<u>FL</u> Zip: <u>33155</u>
Contact Name:	<u>Mario M. Bustamante</u>		
Phone Number:	<u>786-787-7777</u>	Fax Number:	<u>786-888-7778</u> E-mail Address: <u>Mario@HControl.com</u>
<input checked="" type="checkbox"/> Check if this is the ship-to location			

Head-End Information (location of equipment)			
Property Name:	<u>Sail Harbour</u>		
Street Address:	<u>16244 Via Solera Circle</u>		
City:	<u>Fort Myers</u>	State:	<u>FL</u> Zip: <u>33908</u>
Contact Name:	<u>Mario M. Bustamante</u>	Number of Units at the Property:	<u>473</u>
Phone Number:	<u>786-787-7777</u>	Fax Number:	<u>786-888-7778</u> E-mail Address: <u>Mario@HControl.com</u>
<input type="checkbox"/> Check if this is the ship-to location			

Shipping Information (if different from Head-End information above)		Note: If ship-to location is new and needs to be added, expect up to a 48hr delay in departure.	
Operator Name:	_____		
Street Address:	_____		
City:	State:	Zip:	_____
Contact Name:	Phone Number: _____		

Receiver Information and Pricing			
Type of Receivers:	_____		
Qty. of Receivers Required:	Cost Per Receiver	\$	Total Cost of Receivers: \$

Shipping Method (if applicable)			
<input type="checkbox"/> Ground (3-5 days) - \$9/Receiver	<input type="checkbox"/> 2 nd Day Air - \$25/Receiver	<input type="checkbox"/> Next Day Air - \$35/Receiver	

Accessory Equipment Information and Pricing*							
Qty.	Item	Oracle Part #	Cost Each	Total	Notes		
			\$	\$			
			\$	\$			
			\$	\$			
* Shipping to Be Determined			Total Cost:	\$			

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Initial: EchoStar _____ Operator _____

QAM Headend Equipment Information and Pricing*

Qty.	Item	Oracle Part #	Cost Each	Total	Notes
	Transcoder	107861	\$	\$	
	Power Supply	101368	\$	\$	
	Rack Adapter	101369	\$	\$	
	Programming Unit	101370	\$	\$	
	Hybrid Amplifier	103159	\$	\$	
* Shipping to Be Determined			Total Cost:	\$	

Payment Method (If applicable)

Prepaid Check : Money Order*
 Credit Card
 COD Certified
 Wire Transfer

Taxes, shipping & handling to be determined. A quote is needed for checks & wire. **For Check or Money Orders:** Make check payable to EchoStar Satellite L.L.C., and remit to: EchoStar Satellite L.L.C., Attn: Commercial Services / Admin Group, 9601 S. Meridian Blvd, Englewood, CO 80112

Credit Card Information

Card type: VISA MasterCard AMEX
 Account Number: _____
 Name on Card: _____
 Expiration Date: _____
 Billing zip code: _____

Itemized Charges

Receivers: \$ _____
 QAM Equipment: \$ _____
 Total Shipping*: \$ _____
 Taxes*: \$ _____
 Total Charges: \$ _____

** Shipping and Taxes to be determined by EchoStar*

I hereby authorize a one-time payment to be charged to the my credit card in the amount described above:

Operator Signature: _____ Date: _____

Signatures

Operator: HControl Corporation
 _____ (Print - Name / Title) _____ (Signature) _____ (Date)

EchoStar Satellite L.L.C.:

Prepared by: _____
 _____ (Print - Name / Title) _____ (Signature) _____ (Date)

Approved by: _____
 _____ (Print - Name / Title) _____ (Signature) _____ (Date)

FOR COMMERCIAL ADMIN OFFICE USE ONLY

Order Date: _____ Order Number: _____
 Customer Number: _____ Order Total: _____

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Effective 4_01_05

Initial: EchoStar _____ Operator _____

SCHEDULE 3
EQUIPMENT PRICING
EFFECTIVE JUNE 3, 2005
(Prices and Availability subject to change)
Prices Exclude Applicable Shipping and Handling Charges

<u>PCO Program Promo Code</u>	<u>Receiver Models Eligible Under the Digital PSA</u>	<u>Amount Each</u>
106773	2800 Rmfg. Stand Alone Receiver	██████
118494	301 Rmfg. Stand Alone Receiver	██████
120113	DISH RCVR IR 311	██████
122306	DISH RCVR UHF 811	██████
121342	3750 Rmfg. QAM Receiver	██████
122760	351 QAM Receiver	██████

<u>PCO Program Promo Code</u>	<u>Receiver Models Eligible Under the Bulk and Analog PSA</u>	<u>Amount Each</u>
106773	2800 Rmfg. Stand Alone Receiver	██████
118494	301 Rmfg. Stand Alone Receiver	██████
120113	DISH RCVR IR 311	██████

	<u>Additional Headend Equipment</u>	<u>Each</u>
107861	Televs - TDT Transmodulator	██████
101368	Televs - TDT PSU - Power Supply 120v	██████
101369	Televs - TDT 19' Rack Adapter	██████
101370	Televs - Programming Unit	██████
103159	Televs - Hybrid Amp	██████

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Effective 6_03_05

Initial: EchoStar Operator

ECHOSPHERE - ACCESSORY PRICING

ITEM Code	PART DESCRIPTION	PRICE
107107	DP 34 Switch	████
107102	DP Twin LNBF	████
120810	DP Dual LNBF	████
111455	DP QUAD	████
111690	DP Adapter	████
129284	IR TO UHF CONVERTER w/ DP 34 switch & platinum plus remote	████
123475958-AB	SW21 SWITCH	████
104468	SW44SWITCH	████
123478293-AA	SW64 SWITCH	████
101983	SW64 FeedThru Load	████
103803	DISH 500 UPGRADE W/TWIN (w/o mast)	████
123479360-AA	TWIN LNBF ONLY	████
100516	BLACK RG-6	████
100070	GREY RG-6	████
123473095-AA	SURGE PROTECTOR.	████
101001	DUAL LNBF – Legacy	████
105842	QUAD LNBF – Legacy	████
123473958-AA	NON-PEN ROOF MOUNT	████
114436	IR REMOTE	████
120415	UHF/IR REMOTE	████
105880	UHF/IR Remote: p/n 105880 For UHF Receiver and IR TV	████
123479722-AA	20" DISH 500	████
123479365-AA	Hardware/DISH 500 ---- Nuts & Bolts kit = \$1.20 ea.	████

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Effective 6_05_05

Initial: EchoStar _____ Operator _____



SCHEDULE #4 - BULK HEADEND SERVICES FORM
 Email to pcocommercial@echostar.com a minimum of 2 weeks prior to launch
 Use this form for bulk (i.e. non-subscriber based) updates.

OPERATOR INFORMATION					
Name:	HControl Corporation	Operator Number:			
Address:	5000 SW 75th Avenue Suite 103	Password:			
City:	Miami	State:	FL	Zip:	33155
Phone:	305-507-7777	Fax:	786-888-7778		
Main Contact Person:	Mario M. Bustamante	Phone:	786-787-7777	Fax:	786-888-7778
		Email:	Mario@HControl.com		
Alternate Contact Person #1:	Demetrio Rico	Phone:	786-666-5887	Fax:	786-888-7778
		Email:	Demetrio@HControl.com		
Alternate Contact Person #2:	Rafael Marquez	Phone:	786-888-6444	Fax:	786-888-7778
		Email:	Rafael@HControl.com		

PROPERTY INFORMATION					
Property Name:	Sail Harbour	Property Unit Count:	473		
Address:	16244 Via Solera Circle				
City:	Fort Myers	State:	FL	Zip:	33908
Phone:	786-787-7777	Fax:	786-888-7778		
Time Zone:	EST	Total number of drops:	(100% penetration required)		473

SYSTEM LOCATION INFORMATION					
Address:	16244 Via Solera Circle				
City:	Fort Myers	State:	FL	Zip:	33908
Shared Headend System:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			
New Construction?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO			
If yes, please list additional property name(s):					

* Launch Date:	12-Dec-05	Price per Drop
Programming:		

BASIC (Available to properties using a Head-End Distribution System/SMATV)*		
Bloomberg, Cartoon Network, CNN, CNN Headline News, C-SPAN, C-SPAN2, Discovery, Discovery Health Network, EWTN, Fox News, Home Shopping, Learning Channel, QVC, Shop NBC, TBN, TNT, TBS, USA, Weather Channel, plus public interest channels.	<input type="checkbox"/> ADD Service	<input type="checkbox"/> DELETE Service

ESPN SPORTS		
ESPN	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
ESPN PACK 1 (ESPN, ESPN2)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
ESPN PACK 2 (ESPN, ESPN2, ESPNNews)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
ESPN PACK 3 (ESPN, ESPN2, ESPN Classic)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
ESPN PACK 4 (ESPN, ESPN2, ESPN News, ESPN Classic)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE

REGIONAL SPORTS NETWORKS		
Fox Sports Network/Regional Sports Network: Arizona, Bay Area, Cincinnati, Detroit, Florida, Midwest, New England, North, Northwest, Ohio, Pittsburgh, Rocky Mountain, South, Southwest, West, MSG, Sunshine Network	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Fox Sports Network/Regional Sports Network: New York	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE

Operator/Property Name: HControl Corporation/Sail Harbour

Programming: (Continued from page 1)		Price per Drop per Month
PREMIUM MOVIE CHANNELS*		
Showtime Unlimited (10 Services)	<input type="checkbox"/> ADD Service	<input type="checkbox"/> DELETE Service
HBO The Works (8 Services)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
HBO/ Cinemax (13 Services)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
STARZ! Encore (8 Services)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (East & West Feed)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 1Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 2Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 3Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 4Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 5Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Encore (EW) + 6Themes^	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
^ Encore Thematic Channels include Action/Adventure, Love Stories, Mysteries, True Stories, WAM/Kidz, Westerns		
ADD-ON PACKAGES (Only available with qualifying programming)**		
#2 - ABC Family, AMC, Animal Planet, BET, Boomerang, GAS	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#3 - Bravo, CNNfn/CNNI, CMT, Great American Country, IFC, TCM, WE	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#4 - Court TV, Game Show Network, Hallmark, PAX, Reality TV, Tech TV, Style, A&E, History	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#5 - E!, Sci-Fi, Lifetime	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#6 - A&E, Fuse, History Channel, Spike TV, WGN	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#7 - BBC America, CNBC, CNBC World, Food Network, HGTV, MSNBC, Travel	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#8 - Fox Movie Channel, Fox Sports World, Fox Sports World en Espanol, Fx, Gol TV, TVG	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#9 - Disney Channel, (E/W), SoapNet, Toon Disney	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#10 - The Golf Channel	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
#11 - Comedy Central, MTV, MTV2, Nickleodeon, TVLand, VH1, VH1 Classic	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
FOX News - FOX News	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Action Pack - Discovery Wings, DIY, Outdoor Channel, Outdoor Life, Speed Channel	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Discovery Pack - Discovery, Discovery Home and Leisure, Discovery Kids, Discovery Times Channel, The Science Channel	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
POPULAR PACKAGES		
America's Top 60*	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
America's Top 120*	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
America's Top 180*	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Multi-Sport Package (available with minimum America's Top 120)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
LOCAL NETWORKS		
NBC, ABC, CBS and FOX	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Additional Local Channels of PBS, UPN and WB are available on a market specific basis. Networks are [redacted] per month if all 4 networks are carried. Please visit www.dishnetwork.com for a complete listing of local channels.		
DISH LATINO		
DISH Latino* (Spanish)	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
Pequeno Latino (Spanish) - Univision, Galavision, Telefutera	<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE
* Includes programming that is broadcast from an alternate satellite location and may require a second dish antenna, DISH 500 or SuperDISH.		
** Action Pack must be purchased with the Basic package. All others may be purchased with the Basic package or a Premium package.		
Programming completed. Receiver/Activation Information, next page (page 3).		

Operator/Property Name: HControl Corporation/Sail Harbour

Receiver Activation Information			
Receiver#	Smartcard#	Receiver#	Smartcard#
1	R00	S00	R00
2		S00	
3		S00	
4		S00	
5		S00	
6		S00	
7		S00	
8		S00	
9		S00	
10		S00	
11		S00	
12		S00	
13		S00	
14		S00	
15		S00	
16		S00	
17		S00	
18		S00	
19		S00	
20		S00	
21		S00	
22		S00	
23		S00	
24		S00	
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26		S00	
27		S00	
28		S00	
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68		S00	
69		S00	
70		S00	
71		S00	
72		S00	
73		S00	
74		S00	
75		S00	
76		S00	
77		S00	
78		S00	
79		S00	

Authorized Signature: By signing this form, customer acknowledges that all information provided is correct.

Signature:	Date:
Printed Name:	Printed Title:

Bulk Phased Construction Schedule Notification

****Contract Term Begins at Completion of Construction****



PCO will report actual sub/drop count on the first of each month to:

pcos@echostar.com

(This will be done even if there is no change in the sub/drop count)
(Failure to do so will result in a \$500.00 charge)

The following requirements must be met for the Phased Construction Model:

Notarized statement from the property developer confirming construction of property

Copy of Building Permit

Website URL address for verification:

Contact person at the property under construction:

Certificate of occupancy to be made available when requested by Echostar Satellite L.L.C.

Upon no less than 72 hours written notice, Echostar may audit these records in Operator's offices and at each of operator's System locations during the Term and for 2 years following its end.

Launch Schedule

Estimated project completion date:

Number of total units at completion:

Units added per month:

Contact Information

Developer Name:

Developer Contact Name:

Position:

City: State: Zip:

Phone: Email:

Property Information

Property Name:

Address: City: State: Zip:

Phone:

Example: (This is a 400 unit apartment building with 16 buildings 25 units per building. The construction of this property is scheduled for 18 months in which the buildings will be released for occupancy as they are completed.)

Project Overview:

Phased Construction Schedule Form
12/8 2005

Number of units at launch (per Certificate of Occupancy):

Bulk Phased Construction Schedule Notification

Contract Term Begins at Completion of Construction



PCO will report actual sub/drop count on the first of each month to:

(Failure to do so will result in a \$500.00 charge)

Launch Date:	12/12/2005				
Phased Construction Terms:	0-250 6 Months 501-750 18 Months	251-500 12 Months 501-1000 24 Months	Total Units	473	
Total Units	473	# of Months	12	Min Per Month	39
Month	# of Units Built	# of Subs	Month	# of Units Built	# of Subs
1	39	39	13	473	473
2	39	78	14	473	473
3	39	117	15	473	473
4	39	156	16	473	473
5	39	195	17	473	473
6	39	234	18	473	473
7	39	273	19	473	473
8	39	312	20	473	473
9	39	351	21	473	473
10	39	390	22	473	473
11	39	429	23	473	473
12	44	473	24	473	473

Operator must report and will be invoiced for payment to Echostar for the number of Subscribers referenced in

** All terms and conditions per the Bulk Programming Service Agreement remain in effect **

I declare under penalty of perjury that the information and reported subscriber units contained on the Phased Construction Form is true and correct and in accordance with the provisions within the Bulk Programming Service Agreement.

ECHOSTAR SATELLITE, L.L.C.
By: EchoStar DBS Corporation, its sole member

By: _____
(Authorized signature)

Name:

Title:

OPERATOR

By:

(Authorized signature)

Name:

Title:

DIGITAL PROGRAMMING SERVICES AGREEMENT

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

Attachment A – Trademark License Agreement
Schedule 1 – Digital Programming Rate Card
Schedule 2 – Equipment Order Form
Schedule 3 – Equipment Pricing
Schedule 4 – Technical and Customer Service Specifications
Schedule 5 – Digital Property Profile

<p><u>FOR INTERNAL USE ONLY:</u></p> <p>Operator Number: _____</p> <p>System Number: _____</p>
--

OPERATOR:

Legal Name of Entity: HControl Corporation

Type of Entity: Corporation

State of Formation: Florida

D/B/A: HControl

Address for Notices: 5000 SW 75th Avenue Suite 103
Miami, FL 33155

Facsimile: (786) 888-7778

Telephone: (305) 507-7777

Property Name: Sail Harbour

Property Address: 16244 Via Solera Circle Fort Myers, Florida 33908

NOTE: THIS AGREEMENT MUST BE COMPLETED FOR EACH PROPERTY.

Effective Date: December 1, 2005 (To be completed upon execution)
(Month) (Day) (Year)

Expiration Date of Initial Term: June 30, 2009 (To be completed upon execution)
(Month) (Day) (Year)

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

ECHOSTAR SATELLITE L.L.C.

By: EchoStar DBS Corporation, its sole member

By: _____
(authorized signature)

Printed Name: _____

Title: _____

OPERATOR

By: _____
(authorized signature)

Printed Name: Mario M. Bustamante CEO

Title: CEO

1. Definitions.

"Affiliate" means a company, person, or entity directly or indirectly controlling, controlled by, or under common control with another company, person or entity.

"Analog Programming Services Agreement" means the agreement for analog programming entered into between EchoStar and Operator.

"Bulk Programming Services Agreement" means the agreement for bulk programming entered into between EchoStar and Operator.

"Digital Programming" or "EchoStar Programming" means any video or audio programming service delivered to Operator pursuant to this Agreement for distribution to Subscribers who utilize a DISH DBS Receiver to obtain such programming.

"DISH DBS Receiver" or "Receiver" means an MPEG-2 DVB compliant satellite receiver (which has either a QAM modulation system or some other type of modulation system) and related components packaged therewith, which is sold to Operator by EchoStar or an Affiliate of EchoStar under the "EchoStar" brand name to be provided by Operator to a Subscriber for the reception of Digital Programming delivered to the System.

"Eligible Digital Programming" means the basic digital programming packages designated by EchoStar as qualifying for the payment of Incentives under this Agreement, as set forth in Schedule 1 hereto, as such Schedule may change in EchoStar's sole discretion.

"Incentives" shall have the meaning set forth in Section 7.

"Multiple Dwelling Unit" means a building located in the Territory subdivided into two or more individual single family residential dwelling units, which consists solely of apartment complexes, condominiums, townhomes or residential dormitories.

"Property" means the Multiple Dwelling Unit referenced on the first page of this Agreement which is receiving Digital Programming pursuant to this Agreement.

"Property Agreement" means the right of entry or other similar type agreement which allows Operator access to the Property and the ability to distribute video and audio programming services to residents of the Property.

"Subscriber" means a resident of the Property who receives Digital Programming using a DISH DBS Receiver that EchoStar verifies has been obtained from Operator. A Subscriber shall not include any person who would otherwise qualify, but who: (i) uses a DISH DBS Receiver not obtained from Operator and uses no portion of Operator's and/or the Property owner's external or internal distribution plant; (ii) no longer meets the definition of Subscriber; or (iii) EchoStar declines to activate or deactivates.

"Subscriber Account" means the account set up and maintained by EchoStar for a Subscriber who obtained a DISH DBS Receiver from Operator and for whom Digital Programming has been activated by EchoStar and which account is being paid by Operator under this Agreement and remains active and in good standing.

"System" means a coaxial, fiber optic or hybrid fiber optic SMATV, MMDS or 18 GHz multi-channel audio/video services distribution system owned or managed by Operator, which serves the Property. A System may serve multiple Properties.

"Territory" means the United States, its commonwealths, territories and possessions.

"Total Number of Households Passed" shall be determined by the cumulative count of all dwelling units at the Property which are occupied or qualify for a Certificate of Occupancy as provided by a governing authority or building inspector which must be provided to EchoStar upon request.

2. Term.

The initial term of this Agreement begins on the Effective Date and terminates on the Expiration Date, each as set forth on the first page of this Agreement ("Initial Term"). In no event shall the Initial Term exceed ten (10) years. After the expiration of the Initial Term, this Agreement will renew automatically for successive one (1) year terms ("Renewal Term") unless either Party gives written notice of non-renewal to the other at least ninety (90) days before the end of the Initial Term or any Renewal Term. The "Term" of this Agreement is the Initial Term plus any number of Renewal Terms.

3. EchoStar Responsibilities.

3.1 Programming. EchoStar will provide the Digital Programming selected by Operator from Schedule 1 to Operator's head end receiving equipment at the Property for distribution by Operator through the System to Subscribers at the Property to be received by Subscribers utilizing a DISH DBS Receiver. Operator acknowledges that the owners/distributors of Digital Programming, rather than EchoStar, determine the content of the Digital Programming, and as a result EchoStar shall have no responsibility or liability for Digital Programming content. As between Operator and EchoStar, or EchoStar and any Subscriber, EchoStar has the sole right to change, edit, select, schedule and determine the Digital Programming services contained in the Digital Programming packages set forth in Schedule 1 or otherwise offered, and to determine and change fees for such Digital Programming. Any such changes to the Digital Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar.

3.2 Satellite Delivery.

3.2.1 EchoStar may distribute Digital Programming signals via satellites owned, leased, operated or otherwise accessed by EchoStar or Affiliates of EchoStar as currently constituted or from such satellites and at such orbital locations as may be added to such fleet at any time and from time to time as determined by EchoStar in its sole discretion.

3.2.2 EchoStar has the right, without liability, to interrupt transmission of Digital Programming (A) whenever required under the terms of an applicable programming or other agreement (for example, when required for blackouts of sports events), and (B) when reasonably necessary, as determined by EchoStar, for testing or maintenance, so long as EchoStar uses commercially reasonable efforts to minimize disruption of the Systems' delivery of Digital Programming to Subscribers (for example, by conducting the interruptions during overnight hours or periods of low viewership).

3.2.3 EchoStar makes no representation or warranty about the signal encryption and delivery systems that encrypt and transmit the Digital Programming signals, including, but not limited to, the quality of any such signals, the availability of any such signals or the continued availability of any such signals from any specific satellite or satellite receiving facilities or capabilities because of any changes to such signal encryption or delivery Systems. EchoStar will provide Operator prior notice as is reasonably practicable of any change to a signal encryption or delivery System. However, EchoStar is not responsible for any costs Operator may incur in altering its receiving facilities or capabilities as a result of any such change.

3.3 Authorizations. EchoStar will authorize receipt of Digital Programming in accordance with EchoStar's standard procedures, but it will be Operator's responsibility to instruct EchoStar when an integrated receiver/decoder ("IRD") is to be authorized or deauthorized for a System.

3.4 Compliance with Operator Requests. EchoStar will have no liability to Operator, any Subscriber or any third party arising out of EchoStar's fulfillment of any request or response to any instructions which EchoStar reasonably believes to have been given by Operator, whether or not such request or instructions were given in writing (including, without limitation, instructions relating to authorization or deauthorization of Digital Programming).

4. Operator Responsibilities.

4.1 Responsibility for Systems and Costs. Operator will purchase, install, repair, maintain and operate the System at the Property, including without limitation head end equipment, for receipt, decoding and distribution of Digital Programming to Subscribers which may include, but are not limited to, IRDs, de-scrambling equipment, multi-switches, racks, combiners, splitters, amplifiers and transcoders. Operator agrees to comply at all times with EchoStar's technical specifications set forth in Schedule 4 to this Agreement ("Technical and Customer Service Specifications"). All IRD's that receive signal from EchoStar satellites shall be purchased by Operator from EchoStar or from an authorized EchoStar Private Cable Operator distributor. Unless specifically provided in this Agreement or agreed upon in a separate written agreement between the Parties, EchoStar shall have no obligation to provide or maintain the System or related equipment. Operator agrees to align and point all receiving equipment as necessary to receive Digital Programming signals. Operator agrees to keep the System and all related equipment in good working order and repair. Operator will be responsible to ensure that scrambling/descrambling equipment and encryption technology is utilized within its System to prevent piracy of any Digital Programming. Operator will maintain each descrambler at the location listed on Schedule 5, unless and until a new location is approved in writing by EchoStar. Operator is encouraged to have available spare equipment reasonably required for replacement purposes.

4.2 Consistent Package throughout Property. Operator will make available the same Digital Programming to every Subscriber at the Property, and also provide any other programming required by the Federal Communications Commission or applicable law.

4.3 Authorizations. Operator must at all times maintain a Property Agreement and any other required rights to provide Digital Programming to Subscribers of the Property. Operator shall immediately notify EchoStar in writing if Operator receives notice that may affect Operator's ability to provide Digital Programming to the Property.

4.4 Sales; Subscriber Collections. Operator will use its commercially reasonable efforts to sell Digital Programming to Subscribers. Operator will collect from Subscribers and remit to the appropriate authorities all applicable taxes and fees, including but not limited to sales taxes and use taxes.

4.5 Exclusivity. Operator agrees that the Digital Programming will be the sole and exclusive multi-channel video and audio programming services provided by Operator to Subscribers at the Property, without regard to the means of delivery of such programming service, except that Operator may offer: 1) local off-air television signals via off-air antenna or via another transport technology only; 2) analog programming purchased from EchoStar pursuant to an Analog Programming Services Agreement, and 3) other programming that is not offered or available from EchoStar, provided, however, if such programming becomes available from EchoStar, Operator agrees to use its best efforts to purchase such programming from EchoStar. Operator agrees to purchase such programming from EchoStar once any existing agreement for such programming has either terminated or expired and Operator further agrees not to renew any existing agreement for such programming. Operator agrees that it will not receive any of the Digital Programming channels which comprise any of the Digital Programming packages in Schedule 1 from any third party, including without limitation, cable distribution, C-band or DBS.

4.6 Analog Services. Operator may offer both Digital Programming and EchoStar analog programming to Subscribers pursuant to an EchoStar Analog Programming Services Agreement, or Digital Programming and bulk programming pursuant to an EchoStar Bulk Programming Services Agreement. Operator agrees that it will not purchase analog programming from any provider other than EchoStar if Operator offers Digital Programming at the Property. Operator agrees that, if now or in the future, Operator provides analog programming pursuant to an EchoStar Analog Programming Services Agreement. Operator will: (a) only activate a Basic Programming package described in Schedule 1 that is equal or greater to the analog programming package selected by Operator pursuant to the Analog Programming Services Agreement; (b) maintain collectively between Analog and Digital the minimum number of subscriber counts set forth in the Analog Programming Services Agreement and (c) Operator will report to EchoStar, in the analog subscriber report, only the number of subscribers that receive analog programming that are not billed under this Agreement.

4.7 Retail Prices & Branded Programming Names. The initial retail prices for Digital Programming are set forth on Schedule 1 and reflect the standard residential price that Operator will charge per Subscriber account at the Property. Operator will only market, promote, solicit and bill orders for Digital Programming at the standard residential retail prices set by EchoStar and may not markup, or receive additional consideration for, Digital Programming. EchoStar may increase, decrease, or otherwise modify those standard residential prices from time to time in its sole discretion upon notice an

Operator. For all services, Operator must label programming on Subscribers' bills with EchoStar branded package names. The branded package names will appear on the bill from EchoStar to Operator and must be applied with the exactly the same description and price on the Subscribers' bills. All prices and branded name changes shall be effective (and Schedule 1 shall be deemed modified) immediately upon notification by EchoStar, unless EchoStar notifies Operator of a different effective date.

4.8 Redistribution Prohibited. Operator agrees that it will take all commercially reasonable precautions to ensure that other person(s) or entities do not, directly or indirectly, (i) reproduce, resell, retransmit, rebroadcast or otherwise redistribute in any manner or form any Digital Programming, or (ii) make any modification, addition or deletion to any of the Digital Programming. If Operator becomes aware that any unauthorized party is receiving, transmitting or exhibiting any part of the Digital Programming, Operator will notify EchoStar in writing of the name and address of such party. This subsection does not apply to the recording, after receipt by a Subscriber, of Digital Programming by private individuals for in-home viewing only.

4.9 Exhibition.

4.9.1 Operator will ensure that Digital Programming is exhibited to Subscribers without delay, interruption, alteration, addition, deletion or editing of any portion thereof and in a manner which will permit highest quality reception by Subscribers of audio and visual elements.

4.9.2 Operator shall take all necessary precautions with respect to Property locations to ensure that programming services are received only by Subscribers and shall take all reasonable precautions to prevent unlawful reception, recording, copying, reproduction, retransmission or duplication of said programming services.

4.9.3 Operator will ensure that premium, or pay-per-view programming is not exhibited in any common areas at the Property such as reception areas, waiting areas, fitness rooms, or such other areas.

4.9.4 Operator will not superimpose any audio or visual elements over Digital Programming as viewed by Subscribers, and will not allow, unless controlled by the Subscriber through the Subscriber's own equipment, any audio or visual elements to appear on the screen of Subscriber's receiver simultaneously with any Digital Programming (i.e., through use of a split screen or reduction of the Digital Programming picture size), other than electronic program guides and other interactive services that appear on screen regardless of what channel the Subscriber is tuned to or as may be required by federal regulations governing emergency alerts.

4.9.5 Operator may not provide Digital Programming to any building or Multiple Dwelling Unit or portion thereof that: (i) charges an admission or other fee to enter; (ii) is accessible to members of the general public (other than residents of the Property); (iii) is a commercial business or establishment, including, without limitation, a restaurant or bar; (iv) is a hospital, hotel, motel, or other similar temporary lodging; (v) is a prison, halfway house, mental institution, or other secured treatment or correctional facility; or (vi) is a private office or other room used to conduct business on a regular basis. Operator acknowledges that if the means of use or operation of the Property should change, it may no longer qualify for Digital Programming under this Agreement in which event EchoStar may terminate this Agreement in its reasonable discretion.

4.10 Customer Service. Unless otherwise agreed upon in a separate writing between the Parties, Operator will be responsible for the purchase and installation of all equipment related to its Systems, Subscribers and day-to-day service contact with Subscribers. Operator will: (i) maintain an incoming service telephone line that accepts trouble reports, programming requests, billing, and other inquiries from Subscribers, 24 hours a day, 365 (or 366) days a year; (ii) use commercially reasonable efforts to respond to each Subscriber trouble call, inquiry and installation request within 24 hours; (iii) employ technically competent service personnel to install and maintain the System in a commercially reasonable manner; (iv) provide ongoing technical training for all technical employees and (v) comply with all specifications detailed in Schedule 4.

4.11 Obligations to Programmers. Upon notice thereof, Operator will comply with all requirements established by Programmers and communicated to Operator, including but not limited to blackout requirements and commercial exhibition restrictions. EchoStar may blackout or otherwise modify programs to comply with programmers agreements or governmental requirements.

4.12 Signal Theft. Operator shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Digital Programming; (iii) alter any EchoStar equipment or "Smart Cards", or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (iv) manufacture, import, offer to the public, sell provide or otherwise traffic in any technology, product, service, or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (v) aid any others in engaging in, or attempting to engage in, any of the above prescribed activities. Operator shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity and agrees to cooperate with EchoStar in the prosecution of any such activities including providing any documentation requested by EchoStar related to such activities. In addition to, and not in limitation of, the Territory restrictions contained in this Agreement, Operator hereby acknowledges that the U.S. Department of State and/or the U.S. Department of Commerce may in the future assert jurisdiction over EchoStar DBS Systems, and that EchoStar DBS Systems and Programming may not currently be sold outside of the Territory. Operator represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of EchoStar DBS Systems or Programming, in whole or in part, outside of the Territory, and agrees that Operator will take all reasonable and adequate steps to prevent the export or sale of EchoStar DBS Systems and Programming outside of the Territory by others who purchase from Operator and who might reasonably be expected to export or sell them outside the Territory.

4.13 Multiple Properties. If more than one property is served by a single System, Operator must execute this form agreement for each property served by the System. Operator may not serve additional properties with Digital Programming without a separate agreement authorizing such service.

4.14 Property Activation/Deactivation. The Operator must provide Property information in the form of Schedule 5 for the Property receiving Digital Programming services pursuant to this Agreement. EchoStar will input Property information within thirty (30) business days of receipt of Schedule 5 and this signed Agreement and will be ready to provide Digital Programming to Subscribers at such time.

4.15 Subscriber Activation, Deactivation, Disclosure. Prior to any sale or lease of equipment to a Subscriber for the receipt of Digital Programming, whichever occurs first, Operator shall, at a minimum, disclose to each new Subscriber the following if applicable: (i) fees for the Digital Programming package selected by the Subscriber; (ii) any requirement to return leased equipment, the time period within which such equipment must be returned and any fees for failing to return such leased equipment; (iii) activation fees; (iv) standard installation fees; (v) whether purchased equipment may be reconditioned or used and if reconditioned or used, the length and type of warranty; and, (vi) whether a particular customer is eligible for local network programming and fees for such local network programming. At time of Installation or De-installation, the Operator must call the Commercial Services call center at 1-800-454-0843 to activate or deactivate an account for programming services. Information to be provided at the time of activation includes Subscriber name, address, phone number, billing information, programming packages, receiver number and smartcard number. For downgrades or other changes in service, a fee may be charged to the Operator by EchoStar in accordance with EchoStar's standard policies.

5. Equipment.

5.1 Purchase Orders. In the event that Operator desires to purchase a System, Receivers, or other equipment from EchoStar, or any Affiliate of EchoStar, Operator shall order such products by completing a written Equipment Order Form in the form attached as Schedule 2. An Equipment Order Form shall be a binding commitment by Operator. Any failure to confirm an Equipment Order Form shall not be deemed acceptance by EchoStar. Order Forms of Operator shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms stated in an Equipment Order Form shall not be binding upon EchoStar unless expressly agreed to in writing by EchoStar. In no event shall EchoStar be liable for any delay, or failure to fulfill, any Equipment Order Form (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms of an Equipment Order Form and the terms of this Agreement, the terms of this Agreement shall prevail. Operator agrees that EchoStar has no obligation to re-purchase Systems or equipment back from Operator at any time for any reason.

5.2 Provision of DISH DBS Receivers to Subscribers. Operator shall purchase, install all DISH DBS Receivers for Subscribers in the unit in which the Subscriber resides at the Property, and, prior to and as a condition of such installation, Operator shall, require that each Subscriber does not: (i) use the DISH DBS Receiver, or allow others to use it, in any location other than the Subscriber's unit in the Building; or (ii) intend to use the DISH DBS Receiver, or to allow others to use it, in Canada or any other location outside of the Territory; or (iii) intend to have Digital Programming authorized for the DISH DBS Receiver under a single DISH Network account that has or will have Digital Programming authorized for multiple DISH DBS Receivers that are not all located in the Subscriber's same residential unit within the Property and connected to the same phone line.

5.3 Installation of Systems/Service of Subscribers. Operator shall be solely responsible for the installation, purchase and maintenance and/or ownership or management of all terrestrial equipment and DISH DBS Receivers necessary to allow Subscribers to receive Digital Programming. In furtherance of the foregoing, Operator shall, at its sole cost and expense, throughout the Term of this Agreement: (i) install or cause to be installed in a timely manner all DISH DBS Receivers provided to Subscribers; (ii) provide and maintain in good working order and repair all facilities, vehicles, tools, and equipment necessary for performing its obligations pursuant to this Agreement; (iii) provide all customer service to all Subscribers related to the DISH DBS Receivers and System equipment; and (iv) secure and maintain from Building owners and managers, and from any applicable federal, state, and local government entities and agencies, all authority (including the right to enter into the Property pursuant to a Property Agreement) necessary to carry out the foregoing. Operator agrees that it will distribute, to each person to whom it provides a DISH DBS Receiver: (i) the User and Installation Guide included in the DISH DBS Receiver supplied to Operator by EchoStar; and (ii) a written statement, in form acceptable to EchoStar, that all questions, concerns, difficulties, and problems with DISH DBS Receivers, the Digital Programming and the Digital Programming should be directed to Operator and not to EchoStar.

5.4 Equipment Purchases. Operator may purchase equipment for the sole purpose of delivering Digital Programming. Prices and availability are subject to change. Current prices are set forth on Schedule 3. Receivers purchased from EchoStar or an EchoStar Affiliate shall be subject to the Limited Warranty and Return Authorization process set forth in the manual included with each such receiver.

5.5 Equipment Promotions. Operator may be eligible to participate in, and receive discounts and/or activation credits under, such promotions as EchoStar may institute in its sole discretion from time to time. Operator acknowledges and agrees that: (i) under no circumstances shall EchoStar have at any time any obligation to offer promotions or subsidies to Operator, or to permit Operator to be eligible to participate; (ii) EchoStar may, in its sole discretion, add, discontinue, substitute, modify, or otherwise alter any or all of the terms of any promotion; and (iii) if EchoStar offers any promotion and Operator is eligible to participate, Operator shall only be eligible to receive the discounts and/or activation credits if it meets all of the applicable qualification criteria and other terms and conditions as EchoStar may establish from time to time in its sole discretion.

5.6 Equipment Sales. Operator agrees that it will not directly or indirectly sell, lease, or otherwise transfer possession of a Receiver to any person or entity whom Operator knows or reasonably should know: (i) is not an end-user and/or intends to resell, lease or otherwise transfer it for use to another individual or entity; or (ii) intends to use it, allow others to use it, or to resell, lease or otherwise transfer it for use in any location, (iii) intends to use it, or to allow others to use it, or to resell, lease or otherwise transfer it for use in Canada, Mexico or at any other location outside of the Territory; or (iv) intends to have, to allow others to have, or to resell, lease or otherwise transfer it to others who will have Digital Programming authorized for it under a single EchoStar account that has or will have Digital Programming authorized for multiple satellite receivers that are not all located in the same location and connected to the same phone line. It shall be Operator's responsibility to investigate and determine whether any sale by Operator would be in violation of this Section. In the event that Operator breaches any of its obligations under this section, EchoStar shall be entitled to charge back at any time (even after the termination or expiration of this Agreement) the Incentives, if any, paid to operator by EchoStar with respect to any Subscriber account affected by such breach or default.

5.7 Transactions. Any transactions between Operator and consumers for the purchase of DISH DBS Systems and related equipment are transactions entered into solely and exclusively between Operator and the consumer. Operator, and not EchoStar, is solely responsible for Operator's investigation of and compliance with all Laws concerning sales and use taxes applicable to any equipment transactions between Operator and consumers and Operator shall be fully responsible for all such taxes.

6. Programming

6.1 General. Operator shall not solicit orders from Subscribers for any video programming services except for the Digital Programming or its equivalency as substituted by EchoStar or as otherwise permitted under this Agreement. Subject to applicable law, EchoStar may expand, reduce or otherwise modify the Digital Programming in Schedule 1, including the content of any packages, at any time and from time to time in its sole discretion. Any changes to the Digital Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar, unless EchoStar notifies Operator of a different effective date, and Operator's authority to market, promote and solicit orders for the prior Digital Programming shall cease upon such notice from EchoStar. DISH DBS Receivers are designed with the capability of being phoned for the purpose of accessing and reporting back a subscriber's pay-per-view orders, provided that the DISH DBS Receiver is connected to a phone line, with an order limit established by EchoStar, as such order limit may change from time to time in EchoStar's sole discretion. Additional services or fees not referenced in Schedule 1 may be available or apply, are subject to change at anytime at EchoStar's sole discretion.

6.2 Deactivation. EchoStar will promptly deactivate the DISH DBS Receiver of any Subscriber Account (a "Deactivation") or all Subscribers at a particular Building, at Operator's written instruction. EchoStar shall not otherwise deactivate a DISH DBS Receiver or discontinue or refuse to provide ordered Digital Programming to any Subscriber except in the event of a default or as otherwise described herein. Operator understands and acknowledges that a Deactivation will disable the reception of all Digital Programming, and Operator hereby forever waives and releases EchoStar and its Affiliates from any and all claims related to, arising out of, or in connection with a valid Deactivation completed in accordance with this Section, including, but not limited to, any claims relating to the loss of revenue from Digital Programming. Further, Operator acknowledges and agrees that EchoStar shall have no obligation to reactivate Digital Programming for any Subscriber unless and until Operator requests in writing for EchoStar to reactivate Digital Programming and Operator has paid in full any outstanding Digital Programming charges plus EchoStar's standard reconnect fee charged to subscribers, as such standard reconnect fee may change from time to time in EchoStar's sole discretion.

6.3 Programming Orders. Operator agrees that it shall not condition, tie or otherwise bundle any purchase of Digital Programming with the purchase of any other video programming services other than as specifically agreed to in this Agreement or in another writing by EchoStar in advance. Operator shall promptly forward to EchoStar all orders for Digital Programming in the manner prescribed by EchoStar from time to time. Operator understands that EchoStar shall have the right, to accept (and activate) or reject, in whole or in part, any and all orders for Digital Programming. Operator shall notify in writing all residents of the Property, initially and on an ongoing basis, that Operator and not EchoStar must be contacted: (i) to initiate, add, delete or cancel receipt of any Digital Programming except EchoStar pay-per-view or other non-recurring programming; (ii) for any maintenance or service of, or problems or concerns with, their DISH DBS Receiver or other portion of any System equipment; and (iii) for any questions concerning reception, rates, billing or collection. Subject to applicable subscriber privacy laws, rules and regulations, Operator shall promptly notify EchoStar in writing of any change, with respect to any DISH DBS Receiver, in the name, address, or telephone number of any Subscriber receiving Digital Programming through such DISH DBS Receiver.

6.4 Operator shall take all actions and refrain from taking any action, as requested by EchoStar in connection with the marketing, advertisement, promotion of, or taking of orders for Digital Programming, and Operator shall cooperate by supplying EchoStar with information relating to those actions as EchoStar reasonably requests.

7. Incentives

7.1 Operator Incentives. Subject to the terms and conditions of this Agreement, Operator will be eligible for a monthly incentive payment of thirty percent (30%) of the "Net Revenues" (as defined below) from the Eligible Digital Programming activated each month on a Subscriber Account, provided that EchoStar has been paid in full by Operator for all Digital Programming activated on such Subscriber Account ("Incentives"). "Net Revenues" with respect to Eligible Digital Programming activated on a Subscriber Account means the gross revenues actually received by EchoStar from Operator for the Basic Programming Packages of America's Top 60, America's Top 120, America's Top 180, America's Everything Package, Dish Latino, Local Networks, premium channels and international programming that is activated on a Subscriber Account, less any applicable taxes, duties and similar charges, after applying any refunds, credits, charge backs and offsets. Operator will not be paid any Incentives for pay-per-view programming (PPV), additional outlet fees, DVR fees and any non-recurring charges and/or other fees not eligible for Incentives as described in Schedule 1. Incentives will only be paid on the Eligible Digital Programming specified on Schedule 1 as such Schedule may be changed by EchoStar from time to time in EchoStar's sole discretion. Additional Digital Programming, services and/or fees may be offered and or charged at a later date that will be above and beyond the current Eligible Digital Programming and will not be eligible for Incentives. Operator will be eligible for Incentive payments only when Eligible Programming as set forth above has been activated for sixteen (16) or more consecutive days in a full calendar month.

7.2 Incentive Payment. Incentive payments will be made approximately forty-five (45) days following the last day of each calendar month for which Operator is eligible for an Incentive payment. This payment will be paid via Electronics Funds Transfer (EFT) to the Operator.

7.3 Incentive Charge backs. In the event EchoStar issues a refund or credit to Operator for a particular Subscriber for any reason, Operator shall be charged back the Incentive paid to Operator for such Subscriber. Hard disconnects due to Operator delinquency, will result in a chargeback to Operator of any Incentive Payments made during the period of delinquency.

7.4 Payment by EFT. Subject to the terms of this Section, all Incentives paid to Operator hereunder shall be made by EFT. Until Operator provides EchoStar with the Operator account information in the manner prescribed by EchoStar ("EFT Instructions"), or in the event that Operator elects to receive payments by check, EchoStar shall pay Incentives to Operator by check and Operator will be assessed EchoStar's standard processing fee, which may be changed by EchoStar at any time and for any reason in its sole discretion upon notice to Operator. For a period of approximately thirty (30) days after EchoStar receives initial EFT Instructions from Operator, EchoStar will make all payments of Incentives to Operator hereunder by check, and mail the same for the standard processing fee. With respect to Operator's EFT Instructions, and any purported changes or modifications thereof by Operator, EchoStar may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing or instrument and may assume that any person purporting to give any such writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized by Operator to do so. Operator agrees that in no event shall EchoStar have any

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liability under this Agreement for any Incentives not received by Operator as a result of an error in any way attributable to: (i) any bank or financial institution; (ii) Operator; or (iii) any other person, entity or circumstance outside of EchoStar's direct control.

7.5 Access to Incentive Information. EchoStar shall make available to Operator, in an electronic format determined by EchoStar in its sole discretion, periodic statements reflecting the Incentives payable to Operator as well as any charge backs assessed against Operator. Operator acknowledges that EchoStar is not required to provide Operator with any additional information, including but not limited to communications between EchoStar and any Subscriber or any Subscriber Account information.

7.6 Non-Qualifying Incentives. Notwithstanding anything to the contrary set forth herein: (i) Operator shall not be entitled to Incentives with respect to any Subscriber Account for which: (i) payment in full for the Programming has not been timely received by EchoStar from Operator; (ii) a credit or refund has been issued by EchoStar to Operator for any reason (EchoStar shall have the discretion to issue a credit or refund in its sole judgment); (iii) the Subscriber account is otherwise terminated, disconnected or deactivated for any reason, without limitation or (iv) Operator is in default or breach of any of its obligations under this Agreement EchoStar or an EchoStar Affiliate, and Operator.

7.7 Suspension of Incentives. In addition to any other rights and remedies available, EchoStar shall not be required to pay any Incentives to Operator which would otherwise be due to Operator during any period in which Operator is in breach or default of this Agreement or any other agreement between Operator and EchoStar or an EchoStar affiliate, and EchoStar shall have no liability to Operator as a result of such suspension of payment. Specifically, and without limitation of the foregoing, Operator shall have no right at any time to recoup any Incentives not paid during a period of breach or default. The foregoing provisions of this Section may be exercised without terminating this Agreement and are without prejudice to any other rights and remedies that EchoStar may have under this Agreement, at law, in equity or otherwise. The provisions of this Section shall survive expiration or termination of this Agreement.

7.8 Termination of Incentives. EchoStar shall have the right to terminate immediately all Incentive payments due to Operator under this Agreement, in addition to, and not in lieu of, any other rights and remedies available to EchoStar, upon the occurrence of any of the following events: (i) this Agreement expires at the end of the Term and is not renewed or is terminated; (ii) after written notice of default has been delivered to Operator and the applicable cure period has passed without remedy by Operator of the default in question; (iii) breach by Operator of the confidentiality provisions contained in Section 15 below, during the Term or after expiration or termination of this Agreement; or (iv) termination of the Trademark License Agreement for cause.

7.9 Offsets. In the event that the Incentives paid by EchoStar to Operator exceed the amount to which Operator was entitled, or if Operator and/or any of its Affiliates is indebted to EchoStar and/or its Affiliates for any other reason, Operator acknowledges and agrees that EchoStar and its Affiliates shall have the right, but not the obligation, to offset any amounts due to Operator or its Affiliates for any reason against any Incentives or other money otherwise due to Operator from EchoStar or any of its Affiliates. Further, should one or more contracts now or hereafter exist between EchoStar and/or an Affiliate of EchoStar on the one hand and Operator and/or an Affiliate of Operator on the other hand, or if EchoStar or any such Affiliate is holding funds or equipment to be paid or disbursed to Operator pursuant to business dealings between the parties not reflected in any contract (all such other contracts and business dealings with EchoStar and/or any Affiliate are herein collectively referred to as the "Other Agreements"), EchoStar or such Affiliate may, but shall have no obligation to, deduct from any amounts due or to become due to Operator under this Agreement any sums which Operator owes to EchoStar or such Affiliate, whether or not then due arising out of this Agreement or the Other Agreements. If, after the termination of this Agreement EchoStar has paid, or taken offsets against, all Incentives, then Operator shall pay to EchoStar, within five (5) days after the day on which Operator receives EchoStar's written notice thereof, all offset amounts which EchoStar has not already recovered. In no event shall Operator be permitted to offset any amounts Operator, or any of Operator's Affiliates, owes to EchoStar against amounts owed by EchoStar, or any of EchoStar's Affiliates, to Operator.

7.10 Sole Incentives. Operator acknowledges and agrees that the Incentives payable pursuant to this Agreement constitute the sole amounts payable by EchoStar to Operator in connection with this Agreement.

7.11 No Admission. No payment to Operator under this Agreement, whether in full or in part, shall be deemed to operate as EchoStar's acceptance, waiver or admission that Operator has complied with any provision of this Agreement.

7.12 Acknowledgement. Operator hereby acknowledges and agrees that the Incentives paid to Operator under this Agreement do not represent deferred compensation in any form whatsoever and are not being paid to Operator with respect to the procurement of Subscribers or the activation of Subscriber Accounts, but rather are being paid to Operator as an incentive to market, promote, and solicit orders for Digital Programming from future Subscribers and to provide continuing service to Subscribers after initial activation. Operator hereby acknowledges and agrees that the relationship, contractual or otherwise, between EchoStar (and/or any of its Affiliates) and any consumer that purchases Digital Programming services or other products and services from EchoStar and/or any of its Affiliates is, as between EchoStar and Operator, for the sole and exclusive benefit of EchoStar and that EchoStar may conduct such relationship in any manner that it sees fit, in its sole discretion for any reason, without incurring any liability to Operator.

8. Fees, Invoices and Payments.

8.1 Programming Service Rates and Other Charges. Operator agrees to pay monthly to EchoStar the rates per Subscriber set forth on Schedule 1 ("Programming Service Rates") for the programming ordered by each Subscriber. Operator also agrees to pay monthly to EchoStar any additional charges set forth on Schedule 1 including, without limitation, DISH Video-on-Demand fees and additional outlet programming access fees. EchoStar may change or modify Programming Service Rates and other charges set forth on Schedule 1 at any time and from time to time in EchoStar's sole discretion upon notice to Operator and Schedule 1 shall be thereby amended by such notice.

8.2 Invoices. EchoStar will invoice Operator monthly in advance for recurring monthly Digital Programming and other applicable fees. Non-recurring Digital Programming will be billed in the period following the order of such pay-per-view and other non-recurring Digital Programming distributed to Subscribers at the Property. Charges for all recurring Digital Programming will commence on the activation date. The first invoice will be for two calendar months and each subsequent invoice will be for one month.

8.3 Payments. EchoStar shall invoice Operator for Digital Programming charges and Operator shall pay to EchoStar the full amount of each such invoice (irrespective of Operator's ability to collect any amounts from Subscribers), within 20 (twenty) days of invoice date. Any late payment shall (i) be subject to disconnect (ii) accrue interest at the rate of 1.5% per month until paid in full, and Operator agrees to pay all interest charges due and payable by Operator hereunder. Operator agrees that it is solely responsible for: (i) payment of the invoice according to the payment terms set forth in this Agreement; (ii) collection of all amounts from Subscriber Accounts; (iii) all billing of Subscriber Accounts; and (iv) handling all billing disputes with Subscriber Accounts. Any account that is hard disconnected will be subject to a restart fee determined by EchoStar for resumption of services. Operator will pay all Programming Service Rates and other charges due whether or not Operator collects such Programming Service Rates and other charges from Subscribers. EchoStar's failure to submit an invoice does not relieve Operator of its obligation to pay all amounts owed on a timely basis, unless otherwise agreed in writing. Operator may not offset any payments to EchoStar against payments otherwise due from EchoStar.

8.4 Credit Ability to Pay. Operator authorizes and will cooperate with EchoStar to obtain a credit report regarding Operator at any time. Operator releases from all liability all persons, companies and credit reporting agencies supplying credit information. Unless EchoStar has approved Operator for credit terms, Operator may be required to deliver to EchoStar, prior to the initial delivery of Digital Programming to a Property, a security deposit in an agreed upon amount. Any such security deposit will be held, without accrual of interest, as security for the payment in full of all amounts due hereunder and will not be applied to current invoices. If any security deposit is applied to amounts due hereunder, then Operator will be required to reinstate such deposit in order to continue delivery of Digital Programming.

8.5 Taxes. Operator will pay all taxes or other governmental fees, including, but not limited to, payment of all federal, state, local, and user taxes, franchise fees and other charges, if any, which are now or may in the future be assessed. Tax certificates must be filed at EchoStar for any equipment and/or programming exemptions.

8.6 Finality of Billing. All charges and computations by EchoStar will be deemed final and uncontestable by Operator, unless disputed by Operator in writing within thirty (30) days from the date of invoice. EchoStar's acceptance of a payment will not be an accord that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by EchoStar for additional amounts due. Notwithstanding the foregoing, all charges by EchoStar for Pay-Per-View Programming shall be final and uncontestable.

8.7 Nonpayment and Non-Compliance Consequences. In addition to any other rights and remedies available at law or in equity, EchoStar will have the following cumulative rights: If Operator fails to pay or report to EchoStar any amounts owed under this Agreement when due or otherwise fails to comply with any provision of this Agreement with regard to a particular Property, EchoStar may: (A) immediately deauthorize all or any portion of Operator's Digital Programming for that Property; (B) give notice of material breach of this Agreement; or (C) both. If some or all of the Digital Programming is deauthorized for this reason, and is later reauthorized by mutual Agreement of EchoStar and Operator, Operator will pay a reauthorization fee in an amount to be determined by EchoStar. (ii) If EchoStar refers the collection of any past due amounts to an agency or attorney, Operator will pay all collection expenses, including attorneys' fees, upon EchoStar's request.

9. Records; Audits; Inspections

9.1 Operator will maintain accurate records of all matters relating to the sale or carriage of Digital Programming, including billing records, proof of its authorization to occupy sites, proof of authorization to operate its Systems and proof of ownership of the equipment operated at its System locations, and will retain them for 2 years following expiration of this Agreement. Upon no less than 72 hours written notice, EchoStar may audit these records in Operator's offices and at each of Operator's System locations during the Term and for 2 years following its end, but not more than twice per calendar year (or at EchoStar's discretion if a variance has been found), to confirm compliance with this Agreement, including but not limited to accurate billing and payment. Audits will be performed during normal business hours and without unreasonable interference with normal business practices or unreasonable disturbance to tenants, residents and occupants of the Property. In addition to the foregoing, EchoStar may request an independent audit of Operator's books and records if it has cause to believe that any of Operator's Subscriber numbers are inaccurate, and Operator will cooperate with the audit, including without limitation providing access and supporting documentation requested by EchoStar.

9.2 If EchoStar's audit or an independent audit reveals a variance of 5% or more from the payments Operator should have made to EchoStar, Operator will pay the audit costs. If an audit reveals a variance of less than 5%, EchoStar will bear the audit costs. If an audit reveals under billing or underpayment, Operator will pay EchoStar the appropriate amount within ten (10) days of the results of the audit. If an audit reveals over billing or overpayment, EchoStar will credit the appropriate amount to Operator's account.

9.3 Within 48 hours of a request from EchoStar, Operator will escort an EchoStar representative to inspect any System for any purpose in any way related to this Agreement.

10. Compliance With Legal Requirements

Operator covenants and agrees that it will comply with any and all local, state or federal laws, rules, regulations, licensing requirements, or valid orders of an administrative agency or court of competent jurisdiction in connection with the performance of its obligations under this Agreement or otherwise ("Legal Requirements"). Operator further covenants and agrees that it will obtain and maintain all permits, licenses, permissions, and rights which may be required under any applicable legal requirements or otherwise for the performance of its obligations pursuant to this Agreement.

11. Representations and Warranties

Operator represents and warrants that its execution of this Agreement and the performance of its obligations under this Agreement has been properly authorized by all necessary corporate, partnership or other action, and does not and will not violate any legal requirements applicable to it or result in a breach of or default under any other agreement binding upon it. Operator represents and warrants that it is current as of the Effective Date in all payments

and financial or other obligations due and owed to any Programmer whose programming it will carry under this Agreement. Operator further represents that (i) it is a valid and existing entity in compliance with all laws and regulations related to maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not knowingly violating any federal, state or local law or regulation; (iv) has the legal right to provide service to each Property where Operator is receiving Digital Programming and distributed through a System. (v) does not operate under the authority of a franchising municipality at any Property where the Operator is receiving Digital Programming.

12. Notices.

All notices and communications given hereunder will be in writing, will be properly addressed and will be deemed given only as follows or in such other manner as may be mutually agreed upon by the Parties in writing: (i) if personally delivered, upon receipt or refusal of delivery, or (ii) if mailed by certified mail, return receipt requested, or registered mail, upon receipt or refusal of delivery, or (iii) if sent by facsimile, upon independent electronic acknowledgement of receipt, or (iv) if sent by reputable overnight delivery service, on the next business day following delivery to such service. Until notice to the contrary is given in accordance with this Section, the Parties' notice information is as listed on the first page of this Agreement. Notices to EchoStar should be sent to the attention of Vice President, Commercial Services.

13. Breach; Termination, and Bankruptcy.

13.1 This Agreement may be terminated by a party (the "Affected Party"), upon the occurrence of any of the following with respect to the other party (the "Other Party"): (i) the Other Party commits a payment default which is not cured within ten (10) days of receipt of written notice from the Affected Party, or (ii) the Other Party defaults on any obligation or breaches any representation, warranty or covenant in this Agreement and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the Affected Party. This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Operator to the contrary in writing: (i) Operator becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Operator; (ii) Operator, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Operator, or any officer, director, substantial shareholder or principal of the Operator is convicted in a court of competent jurisdiction of any offenses substantially related to the business conducted by the Operator in connection with this Agreement; (iv) Operator fails to comply with any applicable federal, state or local law or regulation, or engages in any practice, substantially related to the business conducted by the Operator in connection with this Agreement, which is determined to be an illegal or unfair trade practice in violation of any applicable federal, state or local law or regulation; (v) Operator falsifies any records or reports required hereunder; (vi) Operator fails to renew, or loses, due to suspension, cancellation or revocation, for a period of fifteen (15) days or more, any right of entry, license, permit or similar document or authority required by law or governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement and to maintain its corporate or other business status, as in effect as of the Effective Date; (vii) any fraud, misrepresentation, or illegal action of any sort by Operator in connection with this Agreement or Other Agreements. Further, EchoStar shall have the right to terminate this Agreement upon notice to Operator in the event that Operator defaults on any obligation or breaches any representation, warranty or covenant in any other agreement between EchoStar and/or any of its Affiliates, on the one hand, and Operator on the other hand which is not cured in the applicable cure period. The non-defaulting party may pursue any and all rights available at law or in equity against the defaulting party, whether arising in contract or otherwise.

13.2 Obligations Upon Termination. EchoStar and Operator agree that if this Agreement terminates for any reason: (i) Operator shall immediately discontinue the sale, marketing, promotion, and solicitation of Digital Programming, and immediately cease to represent and/or imply to any person or entity that Operator is an authorized provider of Digital Programming; (ii) Operator shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with the Programming, including, without limitation, DISH; (iii) Operator shall deliver to EchoStar, or destroy, at EchoStar's option, all tangible things of every kind (excluding DISH DBS Systems) in Operator's possession or control that bear any of the trademarks; (iv) Operator shall upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and (v) Operator shall pay all sums due EchoStar under this Agreement within thirty (30) days of the date of termination.

14. Indemnification.

Operator shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) any claim by a Subscriber, Programmer, property owner, property manager or other third party in any way related to services provided by Operator including without limitation claims related to the installation or quality of installation of equipment or cabling, or the type, quality or selection of, or changes to, the Digital Programming delivered by Operator to Subscribers; (ii) any act, error or omission of Operator in connection with the provision of Digital Programming to Subscribers; (iii) Operator's failure to comply with Legal Requirements; (iv) Operator's performance or failure of performance under this Agreement and any direct or indirect results thereof; (v) Operator's lawful or unlawful acts or omissions (or those of any of Operator's employees or agents, whether or not such acts are within the scope of employment of such employees or agents) relating to the sale, marketing, advertisement, promotion or distribution of Programming and DISH DBS IRDs and equipment; (vi) the breach of any of Operator's representations or warranties herein; (vii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers. The provisions of this Section shall survive termination or expiration of this Agreement indefinitely.

15. Confidentiality; Press Releases.

Operator will not disclose (whether orally or in writing, by press release or otherwise) to any third party any information with respect to the provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (a) to its officers, directors, employees, auditors and attorneys who have a need to know such information (collectively), in their capacity as such, but such necessary personnel must agree to abide by the provisions of this Section and Operator will be responsible for any breach of the provisions of this Section by such necessary personnel; (b) to the extent necessary to comply with Legal Requirements; (c) to comply with its obligations under this Agreement; or (d) as agreed by

EchoStar in writing. Operator acknowledges and agrees that the names, addresses and related information of Subscribers are as between Operator and EchoStar, with respect to the delivery of Digital Programming and DISH DBS Receivers, confidential, and shall be treated with the highest degree of confidentiality by Operator. Operator shall not directly or indirectly use any Subscriber information for the purpose of individually soliciting, or to permit any others to individually solicit, Subscribers to subscribe to any other television programming services or to promote the sale or use of any hardware used in conjunction with such services. Operator shall under no circumstance directly or indirectly reveal any Subscriber information relating to the delivery of the Digital Programming and DISH DBS Receivers to any third party for any reason without the express prior written consent of EchoStar, which EchoStar may withhold in its sole and absolute discretion. This Section will survive, indefinitely, the expiration, termination or assignment of this Agreement.

16. Relationship of the Parties.

This Agreement is a commercial contract between Operator and EchoStar and the relationship of the parties hereto is that of independent contractor. Nothing in this Agreement will be deemed to make the Parties partners or joint venturers or in any way imply any duties by one Party to the other except as expressly provided in this Agreement and neither Party will by virtue of anything in this Agreement be liable for the obligations of the other Party whether hereunder or to any third party. This Agreement binds the Parties and their permitted successors and assigns. No Subscriber or other person will be entitled to rely on this Agreement.

17. Trademarks.

Operator shall sign the Trademark License Agreement, in the form attached as Attachment A hereto, which agreement is hereby incorporated by reference in its entirety.

18. Choice of Law; Venue; Consent to Jurisdiction/Arbitration.

The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contract or under statute, shall be governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. The parties hereby agree that venue and jurisdiction in Colorado is appropriate for all claims and controversies arising out of, or in any way related to, this Agreement. Any and all disputes, controversies or claims between Operator and EchoStar arising out of or in connection with this Agreement, which are not settled through negotiation, shall be resolved solely and exclusively by binding arbitration in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association. In the event of any conflict between the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, the Federal Arbitration Act will control. Arbitration proceedings shall be initiated by written notice from the initiating party to the other party stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within 30 days of sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within 30 days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within 30 days of their appointment. The decision of the arbitrators shall be final and binding on the parties and any award of the arbitrators may be entered and enforced as a final judgment in any state or Federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the arbitrators' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement. The cost of any arbitration hereunder, including without limitation the cost of the record or transcripts thereof, if any, administrative fees, and all other fees involved, shall be paid by the party(ies) determined by the arbitrators to not be the prevailing party(ies), or otherwise allocated in an equitable manner as determined by the arbitrators. Nothing contained herein shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party.

19. Entire Agreement.

This Agreement, together with all exhibits and Schedules hereto, constitute the entire Agreement between the Parties, and supersedes all previous understandings, commitments or representations concerning the subject matter of this Agreement. All such previous understandings, commitments or representations concerning the subject matter of this Agreement are set forth herein. Each Party acknowledges that the other has not made any representations other than those contained in this Agreement. Except as provided in this Agreement, this Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the Party against whom the amendment, modification or waiver is sought to be enforced. If any portion of this Agreement is held to be unenforceable, then the remainder of the Agreement will survive and will be construed as well as possible to reflect the intent of the parties.

20. Force Majeure.

EchoStar shall be excused from performance, and shall not have any liability to Operator or any other person or entity, with respect to any failure of EchoStar to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event including without limitation any labor dispute, fire, flood, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, any problem associated with the construction, use or operation of satellite(s), transponder(s) or related systems such as uplink facilities or equipment, interference from other communications systems, solar flares or other such anomalies, degradation or interruption of protection systems, the failure of a Programmer to make its programming available, any problem associated with any scrambling/descrambling equipment or any other equipment owned or maintained by EchoStar or others, action or order of any judicial, legislative, governmental or quasi-governmental authority, or any cause beyond EchoStar's reasonable control.

21. Disclaimer of Warranties.

OPERATOR UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ECHOSTAR WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN OR ANY EQUIPMENT PROVIDED BY ECHOSTAR, EXCEPT AS OTHERWISE PROVIDED IN THE USERS MANUAL. ECHOSTAR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH ANY SYSTEM, INCLUDING THE EQUIPMENT

COMPONENTS CONTAINED THEREIN AND ANY EQUIPMENT PROVIDED BY ECHOSTAR, AND THE INSTALLATION AND FUNCTIONING OF SUCH SYSTEM, INCLUDING, WITHOUT LIMITATION, (1) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, (2) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT, AND (3) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

22. Insurance.

Operator shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics, which at a minimum shall be no less than \$1 million per occurrence. All such policies and coverages shall be primary and non-contributory, issued by insurers, licensed to do business in any state in which Operator conducts business operations in connection with this Agreement, and endorsed to provide EchoStar at least 30-days prior notification of cancellation or material change in coverage.

23. Non-Exclusivity.

Operator acknowledges that: (i) nothing in this Agreement is intended to, nor shall it be construed as conferring any exclusive territory or any other exclusive rights to Operator; (ii) EchoStar and its Affiliates make absolutely no promises, representations or warranties as to the amount of business or revenue that Operator may expect to derive from participation in this Agreement; (iii) Operator may not realize any business or revenue as result of its participation in this Agreement; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at any time in the future may offer in its sole discretion for any reason, others the opportunity to enter into the same or similar Agreement in the same geographic area in which Operator is located and elsewhere; (vi) EchoStar and all Affiliates of EchoStar shall have the right to distribute products and solicit orders for Digital Programming throughout the Territory, and in competition with Operator, without any obligation or liability to Operator whatsoever, and without providing Operator with any notice thereof; (vii) EchoStar and its Affiliates shall be entitled, among other things, to: (a) solicit orders for Digital Programming, (b) sell, lease and otherwise transfer possession of DISH DBS Systems and Promotional Certificates, (c) perform installation and maintenance services (directly and through subcontractors) for DISH DBS Systems and related accessories, and (d) provide Digital Programming or other programming directly to residents of the Property upon request from such a resident, in each case throughout the Territory and in competition with Operator, without any obligation or liability to Operator, whatsoever, and without providing Operator with any notice thereof.

24. Limitation on Damages.

IN NO EVENT WILL ECHOSTAR BE LIABLE TO OPERATOR, OR ANY PERSON CLAIMING THROUGH OPERATOR, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD, EQUIPMENT OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT. IN NO EVENT SHALL ECHOSTAR HAVE ANY LIABILITY TO OPERATOR FOR ANY OUTAGE OR DISRUPTION IN DIGITAL PROGRAMMING IN EXCESS OF THE APPLICABLE AMOUNT THAT WOULD HAVE BEEN CHARGED TO OPERATOR FOR SUCH PROGRAMMING DURING SUCH TIME OF OUTAGE OR DISRUPTION. IN ADDITION, ECHOSTAR SHALL HAVE NO LIABILITY TO OPERATOR FOR ANY ACT OR OMISSION OF ANY PROGRAMMER OR THIRD PARTY PROVIDER OF SERVICES IN CONNECTION WITH ECHOSTAR'S DELIVERY OF PROGRAMMING.

25. General.

25.1 No Implied Waiver. Except as expressly provided in this Agreement, no failure or delay by either Party to exercise any right, power or privilege under this Agreement will operate as a waiver; nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and remedies granted in this Agreement will be in addition to other rights and remedies to which the Parties may be entitled at law or in equity.

25.2 Successor Interests; Assignment. This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Operator. Operator shall not assign this Agreement without the prior written consent of EchoStar which consent shall not be unreasonably withheld. By way of example and not limitation, EchoStar may reasonably withhold consent for reasons such as creditworthiness of the proposed assignee, or if the assignee is a competitor of EchoStar. Because this Agreement is made by EchoStar in reliance on the financial, business and personal reputation of Operator and its ownership and management, any change in control of Operator shall be deemed an assignment requiring EchoStar's consent hereunder. If EchoStar denies consent for any reason, Operator shall have the option to terminate this Agreement and pay EchoStar 20% of the average of the last three months invoices for Digital Programming multiplied by the number of months remaining in the Initial or any Renewal Term ("Buyout"). If Operator assigns this Agreement in contravention of this Section, EchoStar may, at its option, continue this Agreement in full force and effect, or immediately terminate the Agreement in which event Operator shall pay the Buyout referenced above upon demand.

25.3 Successor Interests; Sale of System. If Operator proposes to sell a System receiving any Digital Programming or assign the Property Agreement, Operator will give EchoStar at least sixty (60) days prior written notice thereof. Any such sale shall constitute an assignment pursuant to Section 25.2. Such notice of Proposed Sale will contain the name, address, telephone number, and other contact information relating to the prospective buyer. Upon EchoStar's request, Operator will identify in writing the material economic and non-economic terms of any such Proposed Sale (the "Offer"), and EchoStar shall have thirty (30) days from its receipt of the Offer to: (1) acquire the System on the same terms and conditions as the Offer; (2) consent to the Proposed Sale; or (3) provide notice of EchoStar's non-consent and terminate this Agreement as pertains to the individual System or Systems subject to the Proposed Sale in which event Operator shall pay the Buyout Fee upon demand by EchoStar. Any sale in contravention of this Section shall be deemed void and be of no effect.

Initial: EchoStar _____ Operator _____

25.4 Survival. The following provisions shall expressly survive the expiration or termination of this Agreement 8, 9, 11,12,13, 14, 15, 16, 17, 18, 20, 21, 23 and 24. All other provisions of this Agreement that by their nature contemplate obligations that would reasonably be expected to continue beyond the end of the Term to give effect to the intent of the Parties will survive the expiration or termination of this Agreement.

25.5 Construction. Each of the parties acknowledges that this Agreement has been fully negotiated by the Parties with assistance of counsel and, therefore, no provision of this Agreement will be construed or interpreted against any Party because such Party or its legal representatives drafted such provision.

25.6 Headings. This Agreement's section headings are for convenience only, are not to be deemed part of its substantive provisions, and are not to be considered in its construction or interpretation.

25.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original. All such counterparts together will constitute one instrument.

ATTACHMENT A

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is effective as of the 12th day of December 2001, by and between EchoStar Satellite L.L.C., having a principal place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("EchoStar"), and HControl Corporation DBA HControl, having a principal place of business at 5000 SW 75 Ave Suite 103 Miami, FL 33155 ("Licensee").

- A. EchoStar conducts business in worldwide locations as, among other things, a provider of direct broadcast satellite-delivered, multi-channel, digital audio and video services ("Programming") to residential subscribers, Systems and Properties; and
- B. Licensee conducts business as, among other things, an operator of a video distribution system and providing television products and services to residential subscribers and/or Property owners; and
- C. Licensee desires to be permitted to use the EchoStar trademarks, service marks and trade names set forth in Attachment A hereto, as amended from time to time in EchoStar's sole discretion (the "Trademarks", whether in typewritten, stylized or any other form) as EchoStar, in its sole discretion, may authorize, from time to time, under a non-exclusive license, to promote and solicit orders for DISH Network Programming pursuant to the terms and conditions of the Digital Programming Services Agreement to which this Agreement is attached.

NOW, THEREFORE, the parties hereby agree as follows:

1. EchoStar hereby grants to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks and such other trademarks as EchoStar may from time to time expressly in writing permit Licensee to use during the term of this Agreement, and no other term or license whatsoever, in its local advertising and promotional materials and at its business locations. Licensee shall have no right to use the logos, service marks or trademarks (whether typewritten, stylized or in any other form) of any programming providers, other than the logos, service marks and trademarks of programming providers that are contained in the advertising and promotional material provided to Licensee by EchoStar. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor exists between Licensee and EchoStar, unless EchoStar and Licensee enter into a separate written agreement permitting Licensee to do so. Notwithstanding the above, Licensee shall provide to EchoStar, at least thirty (30) days prior to first use, an example of any advertising or promotional materials in which Licensee intends to use any Trademarks, and any such other trademarks, which use has not, within the past twelve months, been approved by EchoStar in exactly the manner intended for use. EchoStar may reject and prohibit Licensee from using such materials for any reason or no reason at all. If Licensee is required to, but fails to provide EchoStar with proposed advertising or promotional materials at least thirty (30) days prior to first use, EchoStar shall have just cause to immediately terminate the License by providing written notice to Licensee to that effect. This Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor, or as creating any obligation on the part of EchoStar to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by EchoStar. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales by Licensee of products or programming manufactured and/or distributed by EchoStar, shall inure to EchoStar's sole benefit. This License shall be effective until terminated by either party in accordance with the terms of this Agreement, or until termination of the Digital Programming Services Agreement between EchoStar and Licensee.
2. The License granted by EchoStar is granted to Licensee only. Licensee has no authority to transfer or grant any sublicense to any other entity or individual for any reason, and if Licensee does so, such action shall terminate the License granted herein, at EchoStar's option, at any time thereafter. Licensee shall immediately cease using Trademarks upon termination or expiration of this Agreement for any reason. Upon expiration or termination of this Agreement, at EchoStar's option Licensee shall immediately destroy or deliver to EchoStar any and all advertising and promotional materials in Licensee's possession with Trademarks on them. If EchoStar requests destruction of advertising and promotional materials, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed, and the date and means of destruction.
3. Licensee expressly recognizes and acknowledges that the License, as well as any past use of the Trademarks in any manner whatsoever by Licensee (including but not limited to use on signs, business cards, or in advertisements), shall not confer upon Licensee any proprietary rights or interest in any Trademarks including, but not limited to any existing or future goodwill in the Trademarks. All goodwill in the Trademarks shall inure to EchoStar's sole benefit. Further, Licensee waives any and all past, present, or future claims it has or might have to the Trademarks, and acknowledges that as between EchoStar and Licensee, EchoStar has the exclusive rights to own and use the Trademarks, and that EchoStar retains full ownership of the Trademarks notwithstanding the License granted herein. While Licensee has no right or authority to do so, in the event that Licensee has previously, or in the future reserves, files, or registers any of the Trademarks of EchoStar, Licensee agrees to notify EchoStar immediately, and immediately upon request of EchoStar, to assign any and all interest to EchoStar that is obtained through the reservation, filing, or registration of the Trademarks in the U.S. or any foreign jurisdiction, and hereby acknowledges that any such reservation, filing, or registration of the Trademarks, whenever occurring, shall be on behalf of and for the sole benefit of EchoStar, and Licensee waives all claims or rights to any compensation whatsoever therefore. Licensee's obligations in this paragraph shall survive the expiration or termination of this Agreement indefinitely.
4. Nothing in this Agreement shall be construed to bar EchoStar from protecting its right to the exclusive use of its Trademarks against infringement thereof by any party or parties, including Licensee, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Trademarks pursuant to this Agreement. Licensee will promptly and fully advise EchoStar of any use of any mark that may appear to infringe the Trademarks. Licensee will also fully cooperate with EchoStar in defense and protection of the Trademarks, at EchoStar's expense. Similarly, nothing in this Agreement shall be construed to require that EchoStar take any action to protect the Trademarks in any instance, and EchoStar shall not be liable to Licensee in any manner whatsoever for failure to take any such action.
5. (a) This Agreement shall continue for a period of time equal to the term of the Digital Programming Services Agreement to which this Agreement is attached, unless terminated earlier for a reason provided therein. Any provision of this Agreement which logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.
(b) This Agreement may be terminated by a party (the "Affected Party") in the event that the other party (the "Other Party") defaults on any obligation or breaches any representation, warranty or covenant in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right), and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the

Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Initial: EchoStar _____ Operator _____

Affected Party. The parties agree that all obligations, representations, warranties and covenants contained in this Agreement, whether or not specifically designated as such, are material to the agreement of the parties to enter into and continue this Agreement.

(c) This Agreement shall terminate automatically upon expiration or termination of the Digital Programming Services Agreement to which this Agreement is attached for any reason, unless EchoStar notifies Licensee to the contrary in writing.

6. The relationship between the parties including any and all disputes, claims or actions, whether arising in contract, tort or under statute, that may arise under or out of this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado without giving effect to its conflict of law provisions. Licensee and EchoStar acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of Attachments hereto.

Any and all disputes arising out of, or in connection with, the interpretation, performance or nonperformance of this Agreement or any and all disputes arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship between the parties (including, but not limited to, the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including those in the state in which Licensee is located) shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C.S. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Colorado does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

7. Capitalized terms used herein shall have the meaning set forth in the Digital Programming Services Agreement.

8. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

ECHOSTAR SATELLITE L.L.C.
By: EchoStar DBS Corporation, its sole member

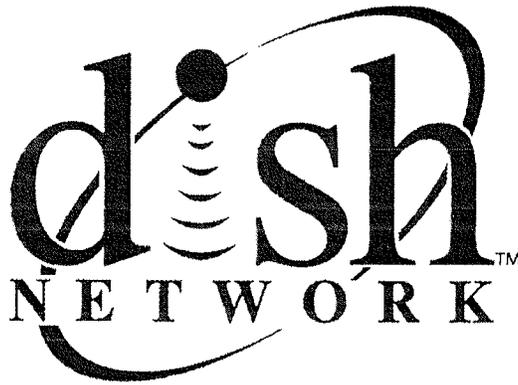
By: _____

Title _____

OPERATOR HControl Corporation

By: _____

Title: CEO



Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Initial: EchoStar Operator

SCHEDULE 1 – PROGRAMMING RATE CARD
(DIGITAL PROGRAMMING SERVICES AGREEMENT)

April 1, 2005

(Prices, Packaging and Content is subject to change as provided in the Digital Programming Services Agreement)

ELIGIBLE DIGITAL PROGRAMMING PACKAGES:

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

A. ENTERTAINMENT PACKAGES*:

(visit <http://www.dishnetwork.com/content/programming/packages/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

B. MOVIES:

(visit <http://www.dishnetwork.com/content/programming/movies/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

C. INTERNATIONAL PROGRAMMING PACKAGES:

(visit <http://www.dishnetwork.com/content/programming/international/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

D. LOCAL NETWORKS:**

(visit <http://www.dishnetwork.com/content/programming/locals/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

E. SPORTS*:

(visit http://www.dishnetwork.com/content/programming/sports_overview/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

F. HIGH-DEFINITION PROGRAMMING:

(visit <http://www.dishnetwork.com/content/programming/hd/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

G. ADULT RECURRING MONTHLY PROGRAMMING:

(visit <http://www.dishnetwork.com/content/programming/ppv/adult/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

ANY AND ALL PROGRAMMING KNOWN AS PAY PER VIEW ("PPV") IS INELGIBLE FOR INCENTIVES

Applicable Fees Not Eligible for Incentives:

In addition to the amounts due for Eligible Digital Programming, Operator agrees to pay the fees referenced below as applicable. Such fees are not eligible for Incentive payments. EchoStar reserves the right to increase or modify these fees, or add additional fees in the future that may not be subject to Incentives, in EchoStar's sole discretion:

A [redacted] per month DISH Video-on-Demand Fee will be charged to Operator for each DISH Player-DVR model 510 or model 522 receiver activated on a Subscriber Account
A [redacted] per month Additional Outlet Programming Fee will be charged to Operator for each receiver (other than the primary receiver) activated on a Subscriber Account
Fees for Pay Per View programming ordered by a Subscriber
A [redacted] Service Access Fee will be charged for Customers who do not subscribe to America's Top 60, America's Top 120 or America's Top 180, DISH Latino, DISH Latino Dos, or DISH Latino Max.
Smart Card Replacement Fee [redacted]
Change of Service Fee [redacted] (per transaction)
Restart Fee [redacted] (per subscriber)
Pay-Per-View Automated Fee [redacted]

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

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

Digital Programming Services Agreement
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Effective 4_01_05

Initial: EchoStar _____ Operator _____

**SCHEDULE 2
EQUIPMENT ORDER FORM**

Date: December 12, 2005

For equipment orders, please provide the following information and e-mail to CommercialAdmin@echostar.com or fax to (720) 514-8420. This Equipment Order Form is subject to the terms and conditions of the applicable Programming Services Agreement between EchoStar and the Operator specified below.

Customer / Billing Information

Operator Name: HControl Corporation
 Street Address: 5000 SW 75th Avenue
 City: Miami State: FL Zip: 33155
 Contact Name: Mario M. Bustamante
 Phone Number: 786-787-7777 Fax Number: 786-888-7778 E-mail Address: Mario@HControl.com

Check if this is the ship-to location

Head-End Information (location of equipment)

Property Name: Sail Harbour
 Street Address: 16244 Via Solera Circle
 City: Fort Myers State: FL Zip: 33908
 Contact Name: Mario M. Bustamante Number of Units at the Property: 473
 Phone Number: 786-787-7777 Fax Number: 786-888-7778 E-mail Address: Mario@HControl.com

Check if this is the ship-to location

Shipping Information (if different from Head-End information above) **Note: If ship-to location is new and needs to be added, expect up to a 48hr delay in departure.**

Operator Name: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Contact Name: _____ Phone Number: _____

Receiver Information and Pricing

Type of Receivers: _____
 Qty. of Receivers Required: _____ Cost Per Receiver \$ _____ Total Cost of Receivers: \$ _____

Shipping Method (If applicable)

Ground (3-5 days) - \$9/Receiver 2nd Day Air - \$25/Receiver Next Day Air - \$35/Receiver

Accessory Equipment Information and Pricing*

Qty.	Item	Oracle Part #	Cost Each	Total	Notes
			\$	\$	
			\$	\$	
			\$	\$	
* Shipping to Be Determined			Total Cost:	\$	

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Effective 4_01_05

Initial: EchoStar Operator

SCHEDULE 3
 EQUIPMENT PRICING
 EFFECTIVE JUNE 3, 2005
 (Prices and Availability subject to change)
 Prices Exclude Applicable Shipping and Handling Charges

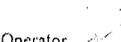
<u>PCO Program Promo Code</u>	<u>Receiver Models Eligible Under the Digital PSA</u>	<u>Amount Each</u>
106773	2800 Rmfg. Stand Alone Receiver	██████
118494	301 Rmfg. Stand Alone Receiver	██████
120113	DISH RCVR IR 311	██████
122306	DISH RCVR UHF 811	██████
121342	3750 Rmfg. QAM Receiver	██████
122760	351 QAM Receiver	██████

<u>PCO Program Promo Code</u>	<u>Receiver Models Eligible Under the Bulk and Analog PSA</u>	<u>Amount Each</u>
106773	2800 Rmfg. Stand Alone Receiver	██████
118494	301 Rmfg. Stand Alone Receiver	██████
120113	DISH RCVR IR 311	██████

	<u>Additional Headend Equipment</u>	<u>Each</u>
107861	Televes - TDT Transmodulator	██████
101368	Televes - TDT PSU - Power Supply 120v	██████
101369	Televes - TDT 19' Rack Adapter	██████
101370	Televes - Programming Unit	██████
103159	Televes - Hybrid Amp	██████

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Effective 6_05_05

Initial: EchoStar  Operator 

ECHOSPHERE - ACCESSORY PRICING

ITEM Code	PART DESCRIPTION	PRICE
107107	DP 34 Switch	██████
107102	DP Twin LNBF	██████
120810	DP Dual LNBF	██████
111455	DP QUAD	██████
111690	DP Adapter	██████
129284	IR TO UHF CONVERTER w/ DP 34 switch & platinum plus remote	██████
123475958-AB	SW21 SWITCH	██████
104468	SW44SWITCH	██████
123478293-AA	SW64 SWITCH	██████
101983	SW64 FeedThru Load	██████
103803	DISH 500 UPGRADE W/TWIN (w/o mast)	██████
123479360-AA	TWIN LNBF ONLY	██████
100516	BLACK RG-6	██████
100070	GREY RG-6	██████
123473095-AA	SURGE PROTECTOR.	██████
101001	DUAL LNBF – Legacy	██████
105842	QUAD LNBF – Legacy	██████
123473958-AA	NON-PEN ROOF MOUNT	██████
114436	IR REMOTE	██████
120415	UHF/IR REMOTE	██████
105880	UHF/IR Remote: p/n 105880 For UHF Receiver and IR TV	██████
123479722-AA	20" DISH 500	██████
123479365-AA	Hardware/DISH 500 ---- Nuts & Bolts kit = \$1.20 ea.	██████

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Effective 6_03_05

Initial: EchoStar  Operator 

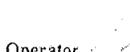
SCHEDULE 4
TECHNICAL AND CUSTOMER SERVICE SPECIFICATIONS
(Digital Programming Services Agreement)

1. Scope. This Schedule sets out the requirements to be met by Operator in the design, construction, installation and maintenance of Systems, signal distribution, billing and customer service.
2. General. Operator will install and maintain Systems that meet or exceed the technical requirements of this section.
 - (a) Availability. Operator will maintain the System in such a manner that the service availability to Digital Subscribers, excluding rain and broadcast outages, is not less than 99.0%, which is measured over a 30 day period of time, and calculated by dividing the total length of time in minutes that the System was not available for normal viewing by the majority of the Subscribers served by the total number of minutes in a 30 days month, or 43,200 minutes.
 - (b) Regulations, Ordinances, and Codes. The System, including its signal distribution system, will be installed and maintained in accordance with all applicable local, state, and federal regulations, ordinances, codes and other requirements, including but not limited to building codes and safety codes.
 - (c) Outdoor Unit (ODU). Each installation will have an ODU that includes an antenna reflector, a feed horn, mount, cable connections, and grounding system.
 - (i) Grounding Block. A grounding block will be installed with the antenna in accordance with National Electrical Code (NEC) regulations, which specify the cable grounding be implemented when intermediate frequency (IF) signals from an outside satellite antenna are routed to an indoor location.
 - (ii) Mounting. The ODU will be mounted in accordance with the manufacture's recommended guidelines for each mount type (Pole, Wall, Wall/Roof, Tower, or Non-Penetrating Roof Mount) It will also need to meet the minimum requirement whereas it operates in any wind speed up to 50 miles per hour and will not incur permanent damage in wind speeds up to 100 miles per hour.
 - (d) Signal Distribution System Critical Parameters. Operator will design, install and maintain the signal distribution system in compliance with FCC requirements, as well as the requirements set forth in this Agreement. The Operator may be required at anytime with written notice supply as built drawings that identify the equipment and distribution system. The system must be able to maintain the following requirements.
 - (i) The minimum IRD input signal level for QPSK/8PSK receivers should be no less than -55 dBm for each of the transponders approved/required for use, and should not exceed the maximum input level of -25 dBm per transponder measured at the customer drop location or end user's receiver location.
 - (ii) The minimum IRD input signal utilizing QAM modulation should be no less than -5 dBmV for any of the QAM transponders approved or required for use, and should not exceed the maximum input level of +15 dBmV per carrier measured at the customer drop or end user's receiver location.

* The above listed minimum/maximum signal levels apply to all transponders at any of the satellite orbital locations that are required (EchoStar recommends that all CONUS transponders be used in QAM systems for each orbital location used, along with the appropriate "spot beam" transponder(s) for local channels), or approved for use by EchoStar. All level requirements assume the use of calibrated test equipment approved for measuring digital signal levels after any necessary correction factors are applied.
 - (e) Indoor Unit (IDU). Each installation will include at least one of the approved Dish Network receiver models, and should be installed to meet the manufactures recommendation in regard to any connectivity specification.
3. Environmental Performance Requirements. All devices located within the System will meet the environmental and product design requirements that are specified by the manufacturer.
4. Maintenance. Operator will maintain sufficiently trained staff to perform repairs, or maintenance of the Systems, including its signal distribution system.
5. Service Outage. Rapid restoration of service outages is imperative, so support personnel and a sufficient inventory of components will be maintained to achieve service restoration within a reasonable amount of time.

Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 4_01_05

Initial: EchoStar  Operator 

6. Test Equipment Recommendations. Proper test equipment is required to install, service, and maintain a System. At minimum, Operator should allocate one Field Strength Meter (FSM) and/or one spectrum analyzer to verify the System's performance.
7. Cable system office hours and telephone availability.
 - (a) Operator shall maintain a local, toll-free or collect call telephone access line which shall be available to its subscribers twenty-four (24) hours a day, seven (7) days a week.
 - (i) Trained Operator representatives shall be available to respond to customer telephone inquiries during normal business hours.
 - (ii) After normal business hours, the access line may be answered by a service or an automated response system, including answering machine. Inquiries received after normal business hours must be responded to by a trained Operator representative on the next business day.
 - (iii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed sixty (60) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed sixty (60) seconds. These standards shall be met no less than eighty percent (80%) of the time under normal operating conditions, measured on a monthly basis.
 - (iv) Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.
 - (v) Under normal operating conditions, the customer shall receive a busy signal less than ten percent (10%) of the time.
 - (vi) Customer service center and bill payment locations shall be open at least during normal business hours and shall be conveniently located or available online or via interactive voice response telephony service.
8. Installations, outages and service calls. Under normal operating conditions, each of the following four (4) standards will be met no less than ninety percent (90%) of the time measured on a monthly basis:
 - (a) Standard installations shall be performed within five (5) business days after an order has been placed. "Standard" installations are those that are located up to 25 feet from the existing distribution system.
 - (b) Excluding conditions beyond the control of Operator, Operator shall begin working on "service interruptions" promptly and in no event later than seventy-two (72) hours after the interruption becomes known. Operator must begin actions to correct other service problems the next business day after notification of the service problem.
 - (c) The "appointment window" alternatives for installations, service calls and other installation activities shall be either a specific time or, at maximum, a six (6) hour time block during normal business hours. (Operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)
 - (d) Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment unless the cancellation is due to circumstances beyond the Operator's control or due to an Emergency.
 - (e) If an Operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the customer.
9. Communications between Operator and Subscribers.
 - (a) Notifications to subscribers.
 - (i) In addition to the requirements set forth in the Digital Programming Services Agreement, Operator shall provide written information to Subscribers on each of the following areas at the time of installation of service, and at any time upon request:
 - (A) Products and services offered
 - (B) Prices and options for programming services and conditions of subscription to programming and other services
 - (C) Installation and service maintenance policies
 - (D) Instructions on how to use the multichannel programming video service
 - (E) Channel positions programming carried on the system
 - (F) Billing and complaint procedures
 - (ii) Customers shall be notified of any changes in rates, programming services or channel positions as soon as possible in writing
 - (b) Billing.

Digital Programming Services Agreement
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- (i) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations, including, but not limited to, basic and premium service charges and equipment charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates and credits. For all services, Operator must label programming on subscriber bills with EchoStar branded package names. The branded package names will appear on the bill from EchoStar to Operator and must be applied with the exactly the same description and price on the subscriber bills.
- (c) Credits. Credits for service shall be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

10. Definitions.

- (a) Normal business hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one (1) night per week and/or some weekend hours.
- (b) Normal operating conditions. The term "normal operating conditions" means those service conditions which are within the control of the Operator. Those conditions which are not within the control of the Operator, include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the cable system.
- (c) Service interruption. The term "service interruption" means the loss of picture or sound on 24 or more video channels.



SCHEDULE #5 - DIGITAL PROPERTY PROFILE

Email to pcocommercial@echostar.com a minimum of 30 days prior to launch.

OPERATOR INFORMATION

Name: HControl Corporation	Operator Number:		
Address: 5000 SW 75th Avenue Suite 103	Password:		
City: Miami	State: FL	Zip: 33155	
Phone: 305-507-7777	Fax: 786-888-7778		
Main Contact Person: Mario M. Bustamante	Phone: 786-787-7777	Fax: 786-888-7778	Email: Mario@HControl.com
Alternate Contact Person #1: Rick Vadia	Phone: 305-496-0006	Fax: 786-888-7778	Email: Rick@HControl.com
Alternate Contact Person #2: Demetrio Rico	Phone: 786-269-1869	Fax: 786-888-7778	Email: Demetrio@HControl.com

PROPERTY INFORMATION

Property Name: Sail Harbour	Property Unit Count: 473	
Address: 16244 Via Solera Circle		
City: Fort Myers	State: FL	Zip: 33908
Phone: 786-787-7777	Fax: 786-888-7778	
Time Zone: EST		

SYSTEM LOCATION INFORMATION

Address: 16244 Via Solera Circle		
City: Fort Myers	State: FL	Zip: 33908
Neighborhood Value Program (More DISH):	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Shared Headend System:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
If yes, please list additional property name(s):		
Estimated Launch Date:	12-Dec-05	

System Information:

L-Band	<input type="checkbox"/>
QAM	<input checked="" type="checkbox"/>
Satellites:	<input checked="" type="checkbox"/> 110
	<input checked="" type="checkbox"/> 119
	<input checked="" type="checkbox"/> 61.5
	<input checked="" type="checkbox"/> 148
	<input checked="" type="checkbox"/> 105
	<input checked="" type="checkbox"/> 121

Expected Call Volume:	At Launch	Ongoing	Additional Notes
Per day?	1	1	
Per week?	5	5	
Per month?	20	20	

NEIGHBORHOOD VALUE PROGRAM AMENDMENT
TO
PROGRAMMING SERVICES AGREEMENTS

This Neighborhood Value Program Amendment to Programming Services Agreements (the "Amendment") is made and effective as of this 4 day of August, 2008 (the "Effective Date") by and between EchoStar Satellite L.L.C. ("EchoStar"), formerly known as EchoStar Satellite Corporation, having a place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 and HControl Corporation DBA HControl, having a place of business at 5000 SW 75th Avenue Suite 103 Miami, FL 33155 ("Operator").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR

ECHOSTAR SATELLITE L.L.C.

By: _____

By: _____

Name: Mario M. Bustamante

Name: _____

Title: CEO

Title: _____

Neighborhood Value Program Amendment to Programming Services Agreements

EchoStar Proprietary and Confidential

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EXHIBIT A
BULK PROGRAMMING SERVICES AGREEMENT
SCHEDULE 1

Base Bulk Programming Packages

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

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

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

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

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

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

*Visit http://www.dishnetwork.com/content_programming_prices_packages_and_programming_information.

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

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

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

EXHIBIT B

DIGITAL PROGRAMMING SERVICES AGREEMENT

SCHEDULE 1

Please refer to <http://www.dishnetwork.com> and/or the other website URL addresses set forth in this Schedule 1 for general programming information that may be applicable to Digital Programming as determined by EchoStar in its sole discretion. In furtherance (and without limitation) of the foregoing, certain prices, packages, and programming specified in one or more of the website URL addresses set forth in this Schedule 1 may not be applicable to Digital Programming and/or Eligible Digital Programming in each case as determined by EchoStar in its sole discretion. For example (and without limitation) promotional offers that require a term commitment or offer a term agreement option and qualification requirements applicable to promotional offers shall not apply. The URL addresses set forth herein are subject to change at any time and from time to time in EchoStar's sole discretion without notice. ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.

ELIGIBLE DIGITAL PROGRAMMING

A. BASIC PACKAGES:

(visit <http://www.dishnetwork.com/content/programming/packages/index.shtml> for prices, packages, and programming information)

Notwithstanding anything set forth herein or in any of the website URL addresses named herein to the contrary, the rate per Subscriber with respect to the upgrade of the Bulk Programming packages selected by Operator pursuant to the terms and conditions of the Bulk Agreement to the basic Digital Programming packages of America's Top 120 or America's Top 180 shall be determined in accordance with the table set forth below based upon: (i) the Bulk Programming package consisting of America's Top 60, America's Top 120 or America's Top 180, as selected by Operator pursuant to the terms and conditions of the Bulk Agreement (the "Base Bulk Programming Package") and (ii) the Digital Programming package selected by the corresponding Subscriber (the "Subscriber-Selected Base Digital Programming Package").

Base Bulk Programming Package	Subscriber-Selected Base Digital Programming Package	
	America's Top 120	America's Top 180
America's Top 60	██████ per Subscriber	██████ per Subscriber
America's Top 120	██████ per Subscriber	██████ per Subscriber
America's Top 180	██████ per Subscriber	██████ per Subscriber

B. MOVIES:

(visit <http://www.dishnetwork.com/content/programming/movies/index.shtml> for prices, packages, and programming information) Notwithstanding the foregoing, in the event that Operator selected Bulk Programming consisting of HBO "the Works", Showtime "Unlimited", Cinemax and Starz! Encore, the rate per Subscriber for any of the programming packages set forth in the above website URL address (or any successor address thereto) shall be \$0.00.

C. INTERNATIONAL PROGRAMMING PACKAGES:

(visit <http://www.dishnetwork.com/content/programming/international/index.shtml> for prices, packages, programming information and rates per Subscriber)

D. SPORTS*:

(visit http://www.dishnetwork.com/content/programming/sports_overview/index.shtml for prices, packages, programming information and rates per Subscriber)

E. HIGH-DEFINITION PROGRAMMING:

(visit <http://www.dishnetwork.com/content/programming/hdvtv/index.shtml> for prices, packages, programming information and rates per Subscriber)

F. ADULT RECURRING MONTHLY PROGRAMMING:

(visit <http://www.dishnetwork.com/content/programming/ppv/adult/index.shtml> for prices, packages, programming information and rates per Subscriber)

Initial: EchoStar Operator

CERTAIN FEES NOT ELIGIBLE FOR INCENTIVES

In addition to (and without limitation of) the amounts due for Eligible Digital Programming under the terms and conditions of the Digital Programming Services Agreement to which this Schedule 1 is attached, Operator agrees to pay the fees referenced below (and such other fees as determined by EchoStar in its sole discretion) as applicable. Notwithstanding anything set forth herein to the contrary, such fees shall not be eligible for Incentive payments. EchoStar reserves the right in its sole discretion to increase or otherwise modify these and other fees or charges designated by EchoStar as ineligible for Incentives, or to add additional fees in the future.

- | | |
|--|---|
| <ul style="list-style-type: none">• A [redacted] per month DISH Network DVR service fee will be charged to Operator for each model 510, 522, 625 or 942 receiver activated on a Subscriber Account.• Fees for Pay Per View programming ordered by Subscriber• A [redacted] per month Additional Outlet Fee (A/O Fee) will be charged to Operator for each receiver (other than the primary receiver) activated on a Subscriber Account.• A [redacted] per month Programming Access Fee will be charged to Operator for each dual tuner receiver (models 522, 625, and 942) activated on a Subscriber Account. This fee will be waived on a monthly basis for each such receiver that EchoStar confirms has been continuously connected to the same land-based phone line. EchoStar's confirmation process shall be the sole method utilized to determine if any Programming Access Fee(s) will be waived. | <ul style="list-style-type: none">• Change of Service Fee of [redacted]• Late Payment Fee of [redacted]• Restart Fee of [redacted] (per subscriber)• Smart Card Replacement Fee of [redacted]• Pay-Per-View Automated Fee of [redacted] |
|--|---|

** In addition to (and without limitation of) the foregoing, packages and programming set forth above may be subject to extensive blackouts in the case of sporting events and other programming.*

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

EXHIBIT 2

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), is effective as of the 19th day of December, 2012 (the "Effective Date"), is by and between Accelerated Broadband, L.L.C., a Florida Limited Liability Company, having an office at 1109 South Congress Ave., West Palm Beach, FL 33406 ("Assignor"); HControl Corporation, a Florida Corporation having an office at 1360 S. Dixie Hwy Suite 200, Coral Gables FL 33146 ("Assignee"); and DISH Network L.L.C., having an office at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("DISH").

WITNESSETH:

WHEREAS, Assignor and DISH entered into that certain programming services agreements detailed on Exhibit A, (the "Services Agreements"), pursuant to which Assignor agreed to market, promote and sell DISH's direct broadcast satellite multi-channel video, audio and data programming services; and

WHEREAS, Assignor and Assignee wish for Assignor to assign, and for Assignee to assume, the Services Agreements at this time.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor hereby assigns, transfers, conveys and sets over to the Assignee the Services Agreements in its entirety, including without limitation, all of Assignor's rights, benefits, obligations and responsibilities thereunder.
2. **Assumption.** Assignee hereby assumes without reservation the Services Agreements in its entirety, including without limitation, all of Assignor's rights, benefits, obligations and responsibilities thereunder.
3. **Acknowledgement.** DISH hereby acknowledges and consents to the Assignor's assignment and Assignee's assumption of the Services Agreements.
4. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. DISH, and not Assignor or Assignee, shall have the right to assign this Agreement and its rights and obligations hereunder.

5. **Severability.** The parties agree that if any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other severable provision of this Agreement.

6. **Further Assurances.** The parties hereto agree to do, execute and deliver, or cause to be done, executed and delivered, all such further assignments, documents, acts, matters and things as from time to time may be reasonably required to give effect to this Agreement and the obligations of the parties hereunder.

7. **Governing Law.** The validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts performed entirely therein, without regard to its conflict of laws provisions.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, and any of the parties may execute this Agreement by signing such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of April 9, 2013.

DISH NETWORK L.L.C.

Accelerated Broadband, L.L.C

By: 
Name: Robert Gause
Title: V.P.

By: 
Name: [unclear]
Title: [unclear]

HControl Corporation

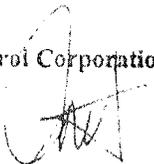

By: _____
Name: Mario Bustamante
Title: CEO

EXHIBIT A

Programming Services Agreements

- Delray Racquet Club Condominium, located at 610 Egret Circle, Delray, FL 33444
 - Bulk Programming Services Agreement dated July 27, 2007.
 - Digital Programming Services Agreement dated July 27, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated June 29, 2007.
- Doral West, located at 5400 NW 114th Ave, Doral, FL 33178
 - Analog Programming Services Agreement dated May 26, 2008.
 - Bulk Programming Services Agreement dated May 26, 2008.
 - Digital Programming Services Agreement dated May 26, 2008.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated May 26, 2008.
- Forest Park Apartments, located at 2809 S. Oakland Forest Dr., Oakland Park, FL 33309
 - Bulk Programming Services Agreement dated February 12, 2007.
 - Digital Programming Services Agreement dated February 12, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated January 16, 2007.
- La Paloma, located at 9200 Military Trail, Boynton Beach, FL 33436
 - Analog Programming Services Agreement dated September 29, 2008.
 - Bulk Programming Services Agreement dated September 29, 2008.
 - Digital Programming Services Agreement dated September 29, 2008.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated September 29, 2008.
- Naples Sunrise, located at 111 Palm Dr. Naples, FL 34112
 - Analog Programming Services Agreement dated July 15, 2008.
 - Bulk Programming Services Agreement dated July 15, 2008.
 - Digital Programming Services Agreement dated July 15, 2008.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated July 15, 2008.
- Pinehurst Club Condominium, located at 400 S. Park Rd., Hollywood, FL 33021
 - Bulk Programming Services Agreement dated November 15, 2006.
 - Digital Programming Services Agreement dated November 15, 2006.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated November 12, 2006.

- Residences on Hollywood Beach, located at 3000 S. Ocean Drive, Hollywood, FL 33019
 - Bulk Programming Services Agreement dated August 9, 2007.
 - Digital Programming Services Agreements dated August 9, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated August 9, 2007.
- St. Andrews Condominium, located at 12100 St. Andrews Place, Miramar, FL 33025
 - Bulk Programming Services Agreement dated March 26, 2007.
 - Digital Programming Services Agreement dated April 26, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements March 28, 2007.
- The Summit Towers, located at 1201 S. Ocean Drive, Hollywood, FL 33019
 - Bulk Programming Services Agreement dated December 2, 2006.
 - Digital Programming Services Agreement dated December 2, 2006.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated October 30, 2006.
- The Glades Golf and Country Club, located at 174 Teryl Road, Naples, FL 34112
 - Bulk Programming Services Agreement dated December 6, 2007.
 - Digital Programming Services Agreement dated December 6, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated December 6, 2007.
- The Hallmark Condominium, located at 3800 South Ocean Drive, Hollywood, FL 33019
 - Bulk Programming Services Agreement dated September 27, 2007.
 - Digital Programming Services Agreement dated September 27, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated September 27, 2007.
- Towers of Oceanview South, located at 600 Parkview Drive, Hallandale Beach, FL 33009
 - Bulk Programming Services Agreement dated August 13, 2008.
 - Digital Programming Services Agreement dated August 13, 2008.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated August 13, 2008; and
- Water's Edge at Deerfield, located at 700 Cypress Club Way, Pompano Beach, FL 33064
 - Bulk Programming Services Agreement dated September 1, 2007.
 - Digital Programming Services Agreement dated September 1, 2007.
 - Neighborhood Value Program Amendment to Programming Services Agreements dated August 13, 2007.

EXHIBIT 3

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

Luis,

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

Please let us know if you have questions.

Thanks,
Troy



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

BULK PROGRAMMING SERVICES AGREEMENT

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

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

FOR INTERNAL USE ONLY:

Operator Number: [REDACTED]

System Number: [REDACTED]

OPERATOR:

Legal Name of Entity: [REDACTED]

Type of Entity: [REDACTED]

State of Formation: [REDACTED]

D/B/A: [REDACTED]

Address for Notices: [REDACTED]

Facsimile: [REDACTED]

Telephone: [REDACTED]

Property Name: [REDACTED]

Property Address: [REDACTED]

NOTE: THIS AGREEMENT MUST BE COMPLETED FOR EACH PROPERTY.

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

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

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

ECHOSTAR SATELLITE L.L.C.

By EchoStar DBS Corporation, its sole member

By: [Signature]
(authorized signature)

Printed Name: Brian J Yohn

Title: VP

OPERATOR

By: [REDACTED]
(authorized signature)

Printed Name: [REDACTED]

Title: [REDACTED]

Initial: EchoStar [Signature] Operator [Signature]

1. Definitions.

"Affiliate" means a company, person or entity directly or indirectly controlling, controlled by, or under common control with another company, person or entity.

"Bulk Programming" or "EchoStar Programming" means any video or audio programming service delivered to Operator pursuant to this Agreement.

"Guest Property" means a hotel, motel, hospital, other healthcare facility, or any other similar type of facility located in the Territory that regularly permits overnight or otherwise short-term stays by individuals.

"Multiple Dwelling Unit" means a building located in the Territory subdivided into two or more individual single family residential dwelling units that consist solely of apartment complexes, condominiums, townhomes, or residential dormitories.

"Property" means the Multiple Dwelling Unit(s) or Guest Property referenced on the first page of this Agreement which is receiving EchoStar Programming pursuant to this Agreement.

"Property Agreement" means the right of entry or other similar type agreement that allows Operator access to the Property and the ability to distribute video and audio programming services to residents of the Property.

"Subscriber" means, for purposes of this Agreement only, each of the following: (i) for a Multiple Dwelling Unit system, each individual dwelling unit at the Property, (ii) for a Guest Property, each television and other viewing unit in each Guest Property. In addition, each of the following will be deemed to be a Subscriber: (a) each guest room, as well as each television and other viewing unit located outside a guest room, in a hotel, motel, inn, ship in U.S. waters or similar place of accommodation serviced by a System, (b) each patient/resident room, as well as each additional television and other viewing unit, in a hospital or nursing home serviced by a System, and (c) each television and other viewing unit in a prison or truck-stop serviced by a System. In any event, the term Subscriber will not include any connection not authorized pursuant to this Agreement. Each Subscriber shall be considered a "Drop" for purpose of Schedule 1.

"System" means a coaxial, fiber optic or hybrid fiber optic SMATV, MMDS or 18 GHz multi-channel audio/video services distribution system owned or managed by Operator, which serves the Property. A system may serve multiple Properties.

"Territory" means the United States, its commonwealths, territories and possessions.

"Total Number of Households Passed" shall be determined by the cumulative count of all dwelling units at the Property that are occupied or qualify for a Certificate of Occupancy as provided by a governing authority or building inspector which must be provided to EchoStar upon request. Each "Household Passed" shall be considered a "Drop" for purposes of Schedule 1.

2. Term. The initial term of this Agreement begins on the Effective Date and terminates on the Expiration Date set, each as set forth on the first page of this Agreement ("Initial Term"). In no event shall the Initial Term exceed ten (10) years. After the Initial Term set forth on the first page, this Agreement will renew automatically for successive one (1) year terms ("Renewal Term") unless either Party gives written notice of non-renewal to the other at least ninety (90) days before the end of the Initial Term or any Renewal Term. The "Term" of this Agreement is the Initial Term plus any number of Renewal Terms.

3. EchoStar Responsibilities.

3.1 Programming. EchoStar will provide the Bulk Programming selected by Operator from Schedule 1 to Operator's headend receiving equipment at the Property for distribution by Operator to Subscribers at the Property. Once a programming package is selected by Operator, Operator shall provide such package to all units at the Property regardless of occupancy status. In no event shall different programming packages be offered to different Subscribers. Operator acknowledges that the owners/distributors of Bulk Programming, rather than EchoStar, determine the content of the Bulk Programming, and as a result EchoStar shall have no responsibility or liability for Bulk Programming content. As between Operator and EchoStar, or EchoStar and any Subscriber, EchoStar has the sole right to edit, select, schedule and determine the EchoStar Programming services contained in the EchoStar Programming packages set forth in Schedule 1 or otherwise offered, and to determine and change fees charged to Operator for such EchoStar Programming. EchoStar may add, delete or modify the Bulk Programming from time to time in its sole discretion and will notify Operator of the addition or deletion of available Bulk Programming, which may be caused, among other things, by satellite programming industry changes or the termination, modification or replacement of EchoStar's programming agreements. Any changes to the Bulk Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar.

3.2 Satellite Delivery.

3.2.1 EchoStar may distribute Bulk Programming signals via satellites owned, leased, operated or otherwise accessed by EchoStar or Affiliates of EchoStar as currently constituted or from such satellites and at such orbital locations as may be added to the EchoStar fleet at any time and from time to time as determined by EchoStar in its sole discretion.

3.2.2 EchoStar has the right, without liability, to interrupt transmission of Bulk Programming: (i) whenever required under the terms of an applicable programming or other agreement (for example, when required for blackouts of sports events); and (ii) when reasonably necessary, as determined by EchoStar, for testing or maintenance, so long as EchoStar uses commercially reasonable efforts to minimize disruption of the Systems' delivery of Bulk Programming to Subscribers (for example, by conducting the interruptions during overnight hours or periods of low viewership).



3.2.3 EchoStar makes no representation or warranty about the signal encryption and delivery systems that encrypt and transmit the Bulk Programming signals, including but not limited to the quality of any such signals, the availability of any such signals or the continued availability of any such signals from any specific satellite or satellite receiving facilities or capabilities because of any changes to such signal encryption or delivery systems. EchoStar will provide Operator prior notice as is reasonably practicable of any change to a signal encryption or delivery system. However, EchoStar is not responsible for any costs Operator may incur in altering its receiving facilities or capabilities as a result of any such change.

3.3 Authorizations. EchoStar will authorize receipt of Bulk Programming in accordance with EchoStar's standard procedures, but it will be Operator's responsibility to instruct EchoStar when an integrated receiver/decoder ("IRD") is to be authorized or deauthorized for a System.

3.4 Compliance with Operator Requests. EchoStar will have no liability to Operator, any Subscriber or any third party arising out of EchoStar's fulfillment of any request or response to any instructions which EchoStar reasonably believes to have been given by Operator, whether or not such request or instructions were given in writing (including, without limitation, instructions relating to authorization or deauthorization of Bulk Programming).

4. Operator Responsibilities.

4.1 Responsibility for Systems and Costs. Operator will purchase, install, repair, maintain and operate the System at the Property, including without limitation headend equipment, for receipt, decoding and distribution of Bulk Programming to Subscribers which may include, but are not limited to, IRDs, de-scrambling equipment, multi-switches, racks, combiners, splitters and amplifiers. All IRD's that receive signal from EchoStar satellites shall be purchased from EchoStar or from an authorized EchoStar Private Cable Operator distributor. Unless specifically provided in this Agreement or agreed upon in a separate written agreement between the parties, EchoStar shall have no obligation to provide or maintain the System or related equipment. Operator agrees to keep the System and all related equipment in good working order and repair. Operator will ensure that scrambling/descrambling equipment and encryption technology is utilized within its System to prevent piracy of any Bulk Programming. Operator will maintain each descrambler at the Property, unless and until a new location is approved in writing by EchoStar. Operator is encouraged to have available spare headend IRDs reasonably required for replacement purposes.

4.2 Payments. Operator is responsible for invoicing and collecting payments from Subscribers for receipt of Bulk Programming.

4.3 Authorizations. Operator must at all times maintain a Property Agreement and any other required rights to provide EchoStar Programming to Subscribers of the Property. Operator shall immediately notify EchoStar in writing if Operator receives notice that may affect Operator's ability to provide EchoStar Programming to the Property.

4.4 Sales; Subscriber Collections. Operator will use its commercially reasonable efforts to sell EchoStar Programming to Subscribers. Operator will collect from Subscribers and remit to the appropriate authorities all applicable taxes and fees, including but not limited to sales taxes and use taxes.

4.5 Exclusivity. Operator agrees that the EchoStar Programming will be the sole and exclusive multi-channel video and audio programming services provided by Operator, or any of Operator's Affiliates, to Subscribers at the Property, without regard to the means of delivery of such programming service, except that Operator may offer: (i) local off-air television signals via off-air antenna or via another transport technology only; and (ii) other programming that is not offered or available from EchoStar, provided, however, if such programming becomes available from EchoStar, Operator agrees to use its best efforts to purchase such programming from EchoStar. Operator agrees to purchase such programming from EchoStar once any existing agreement for such programming has either terminated or expired and Operator further agrees to not renew any existing agreement for such programming. Operator agrees that it will not receive any of the programming channels that comprise any of the Bulk Programming packages in Schedule 1 from any third party, including without limitation, cable distribution, C-band or DBS.

4.6 No Drop. Operator agrees that it will make available, for the entire Term of this Agreement, a minimum level of Programming of the Bulk Basic programming package described on Schedule 1 (as such package may be modified by EchoStar over time) or above to all dwelling units at the Property.

4.7 Redistribution Prohibited. Operator agrees that it will take all commercially reasonable precautions to ensure that other person(s) or entities do not, directly or indirectly: (i) reproduce, resell, retransmit, rebroadcast or otherwise redistribute in any manner or form any Bulk Programming; or (ii) make any modification, addition or deletion to any of the Bulk Programming. If Operator becomes aware that any unauthorized party is receiving, transmitting or exhibiting any part of the Bulk Programming, Operator will notify EchoStar in writing of the name and address of such party. Further, if any such activities are in any way related to Operator or its operations, including but not limited to any rights or obligations under this Agreement, then Operator will immediately take all appropriate steps to prevent such activities. This subsection does not apply to the recording, after receipt by a Subscriber, of Bulk Programming by private individuals for in-home viewing only.

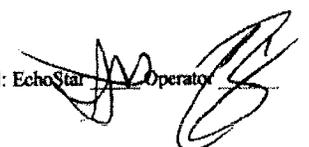
4.8 Exhibition.

4.8.1 Operator will ensure that Bulk Programming is exhibited to Subscribers without delay, interruption, alteration, addition, deletion or editing of any portion thereof and in a manner which will permit highest quality reception by Subscribers of audio and visual elements.

4.8.2 Operator shall take all necessary precautions with respect to Property locations to ensure that programming services are received only by Subscribers and shall take all reasonable precautions to prevent unlawful reception, recording, copying, reproduction, retransmission or duplication of said programming services.

4.8.3 Operator will ensure that premium, or pay-per-view programming is not exhibited in any common areas at the Property such as reception areas, waiting areas, fitness rooms, or such other areas.

4.8.4 Operator will not superimpose any audio or visual elements over Bulk Programming as viewed by Subscribers, and will not allow, unless controlled by the Subscriber through the Subscriber's own equipment, any audio or visual elements to appear on the screen of Subscriber's receiver simultaneously with any Bulk Programming (i.e., through use of a split screen or reduction of the Bulk Programming picture size), other than electronic



program guides and other interactive services that appear on screen regardless of what channel the subscriber is tuned to or as may be required by local regulations governing emergency alerts.

4.8.5 Operator will not permit the exhibition of any Bulk Programming at a public place where a cover charge or other admission fee is charged to individuals to view the Bulk Programming, unless specifically authorized in writing by EchoStar.

4.8.6 Operator will ensure that no Bulk Programming is delivered to any hotel, motel, inn, ship in U.S. waters or similar place of accommodation unless such signal is received by each guest room and all other television sets and viewing units in such place of accommodation. Operator will ensure that no Bulk Programming is delivered to any hospital or nursing home unless such signal is received by each patient/resident room and all other television sets and viewing units in such hospital and nursing home. Operator will ensure that no Bulk Programming is delivered to any guest property, prison or truck-stop unless such signal is received by all television sets and viewing units in such commercial establishment, prison or truck-stop.

4.9 Customer Service. Unless otherwise agreed upon in a separate writing between the Parties, Operator will be responsible for the purchase and installation of all equipment related to its Systems and day-to-day service contact with Subscribers. Operator will: (i) maintain an incoming service telephone line that accepts trouble reports and billing and other inquiries from Subscribers, 24 hours a day, 365 (or 366) days a year; (ii) use commercially reasonable efforts to respond to each Subscriber trouble call, inquiry and installation request within 24 hours; (iii) employ technically competent service personnel to install and maintain the System in a commercially reasonable manner; and (iv) provide ongoing technical training for all technical employees.

4.10 Obligations to Programmers. Upon notice thereof, Operator will comply with all requirements established by Programmers and communicated to Operator, including but not limited to blackout requirements and commercial exhibition restrictions. EchoStar may blackout or otherwise modify programs to comply with programmers agreements or governmental requirements.

4.11 Signal Theft. Operator shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Bulk Programming; (iii) alter any EchoStar equipment or "Smart Cards", or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (iv) manufacture, import, offer to the public, sell provide or otherwise traffic in any technology, product, service, or device that is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (v) aid any others in engaging in, or attempting to engage in, any of the above prescribed activities. Operator shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity and agrees to cooperate with EchoStar in the prosecution of any such activities including providing any documentation requested by EchoStar related to such activities.

4.12 Multiple Properties. If more than one property is served by a single System, Operator must execute this form agreement for each Property served by the System. Operator may not serve additional properties with EchoStar Programming without a separate agreement authorizing such service.

5. Equipment.

5.1 Purchase Orders. In the event that Operator desires to purchase a System or other equipment from EchoStar, or any Affiliate of EchoStar, Operator shall order such products by completing a written Equipment Order Form in the form attached as Schedule 2. An Equipment Order Form shall be a binding commitment by Operator. Any failure to confirm an Equipment Order Form shall not be deemed acceptance by EchoStar. Equipment Order Forms of Operator shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms stated in an Equipment Order Form shall not be binding upon EchoStar unless expressly agreed to in writing by EchoStar. In no event shall EchoStar be liable for any delay, or failure to fulfill, any Equipment Order Form (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms of an Equipment Order Form and the terms of this Agreement, the terms of this Agreement shall prevail. Operator agrees that EchoStar has no obligation to re-purchase Systems or equipment back from Operator at any time for any reason.

5.2 Receivers For Sale. Operator may purchase EchoStar receivers for the sole purpose of delivering Bulk Programming. Prices and availability are subject to change. Current prices are set forth on Schedule 3.

5.3 Warranty and Receiver Return/Replacement. All receivers purchased from EchoStar or an EchoStar Affiliate shall be subject to the Limited Warranty and Return Authorization process set forth in the manual included with each such receiver.

5.4 Use Within Territory. Operator agrees that it shall only use EchoStar equipment in the Territory. Operator represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of EchoStar equipment or Systems, in whole or in part, outside of the Territory, and agrees to take all reasonable and adequate steps to prevent the export or sale of such equipment or Systems outside of the Territory.

6. Reports.

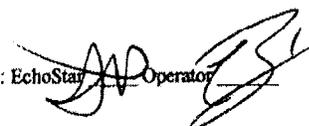
6.1 Bulk Headend Services Form. Operator will submit an accurate Bulk Headend Services Form, as described in Schedule 4, certified by its chief financial officer, another officer, or other person acceptable to EchoStar at the time of execution of this Agreement, setting forth: (i) the Total Number of Households Passed of the Property or a minimum of thirty-five (35) units, whichever is greater ("Subscriber Minimum"); (ii) the specific Programming to be received at each unit of the Property; and (iii) any other information determined by EchoStar as needed for computation of amounts due EchoStar or reasonably requested by EchoStar (whether due at that time or later). The Bulk Headend Services Form will be submitted to EchoStar in an electronic format compatible with EchoStar's billing system requirements and in a form otherwise reasonably acceptable to EchoStar. Operator will provide in writing to EchoStar any and all changes in Total Number of Households Passed as well as any request for modifications to the EchoStar Programming provided to the Property at least thirty (30) days in advance.

6.2 Other Reporting. Operator will comply promptly with other reasonable reporting requirements adopted from time to time by EchoStar to facilitate compliance with legal requirement or with this Agreement or with other programming service agreements between the parties.

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Initial: EchoStar Operator



7.1 Programming Service Rates. Operator agrees to pay monthly to EchoStar the rates per Subscriber (per Drop) per month set forth on Schedule 1 ("Programming Service Rates") for the Bulk Programming package selected multiplied by the Subscriber Minimum, or actual number of Subscribers, whichever is greater and other applicable charges for Bulk Programming distributed to Subscribers at the Property. For purposes of this Agreement, the total number of Subscribers and the Total Number of Households Passed, shall be the same for purposes of calculating amounts due to EchoStar. EchoStar may change or modify the programming selections on Schedule 1, Programming Service Rates and other charges at any time and from time to time in EchoStar's sole discretion upon notice to Operator. Any changes to programming, Programming Service Rates or other charges set forth on Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar.

7.2 Invoices. EchoStar will invoice Operator monthly in advance for the Programming Service Rates and other charges payable with respect to Bulk Programming distributed to Subscribers at the Property. The invoice will be based on the Total Number of Households Passed or Subscriber Minimum, whichever is greater. The first invoice will be for two calendar months from the date of activation and each subsequent invoice will be for one month.

7.3 Payments. EchoStar shall invoice Operator for EchoStar Programming charges and Operator shall pay to EchoStar the full amount of each such invoice (irrespective of Operator's ability to collect any amounts from Subscribers), within twenty (20) days of invoice date. Any late payment shall: (i) be subject to disconnect; (ii) accrue interest at the rate of 1.5% per month until paid in full, and Operator agrees to pay all interest charges due and payable by Operator hereunder. Operator agrees that it is solely responsible for: (i) payment of the invoice according to the payment terms set forth in this Agreement; (ii) collection of all amounts from Subscriber Accounts; (iii) all billing of Subscriber Accounts; and (iv) handling all billing disputes with Subscriber accounts. Any account that is hard disconnected will be subject to a restart fee required for resumption of services. Operator will pay all Programming Service Rates and other charges due whether or not Operator collects such Programming Service Rates and other charges from Subscribers. EchoStar's failure to submit an invoice does not relieve Operator of its obligation to pay all amounts owed on a timely basis, unless otherwise agreed in writing. Operator may not offset any payments to EchoStar against payments otherwise due from EchoStar.

7.4 Credit Ability to Pay. Operator authorizes and will cooperate with EchoStar to obtain a credit report regarding Operator at any time. Operator releases from all liability all persons, companies and credit reporting agencies supplying credit information. Unless EchoStar has approved Operator for credit terms, Operator may be required to deliver to EchoStar, prior to the initial delivery of Bulk Programming to a Property, a security deposit in an agreed upon amount. Any such security deposit will be held, without accrual of interest, as security for the payment in full of all amounts due hereunder and will not be applied to current invoices. If any security deposit is applied to amounts due hereunder, then Operator will be required to reinstate such deposit in order to continue delivery of Bulk Programming.

7.5 Taxes. Operator will pay all taxes or other governmental fees, including, but not limited to, payment of all federal, state, local, and user taxes, franchise fees and other charges, if any, which are now or may in the future be assessed. Tax certificates must be filed at EchoStar for any equipment and/or programming exemptions.

7.6 Finality of Billing. Thirty (30) days after any amounts are due under this Agreement, all charges and computations by EchoStar relating to those amounts will be deemed final and uncontestable by Operator, unless earlier disputed by Operator in writing to EchoStar and diligently pursued to resolution. EchoStar's acceptance of a payment will not be an accord that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by EchoStar for additional amounts due. This section does not invalidate the requirements to report subscriber counts or dispute numbers used for late reports in Section 6.1.

7.7 Nonpayment and Non-Compliance Consequences. In addition to any other rights and remedies available at law or in equity, EchoStar will have the following cumulative rights:

7.7.1 If Operator fails to pay or report to EchoStar any amounts owed under this Agreement when due or otherwise fails to comply with any provision of this Agreement with regard to a particular Property, EchoStar may: (i) immediately deauthorize all or any portion of Operator's Bulk Programming for that Property; (ii) give notice of material breach of this Agreement; or (iii) both. If some or all of the Bulk Programming is deauthorized for this reason, and is later reauthorized by mutual Agreement of EchoStar and Operator, Operator will pay a reauthorization fee in an amount to be determined by EchoStar.

7.7.2 If EchoStar refers the collection of any past due amounts to an agency or attorney, Operator will pay all collection expenses, including attorneys' fees, upon EchoStar's request.

8. Records; Audits; Inspections.

8.1 Operator will maintain accurate records of all matters relating to the sale or carriage of Bulk Programming, including Subscriber Reports, proof of its authorization to occupy sites, proof of authorization to operate its Systems and proof of ownership of the equipment operated at its System locations, and will retain such records for two (2) years following expiration of this Agreement. Upon no less than 72 hours written notice, EchoStar may audit these records in Operator's offices and at each of Operator's System locations during the Term and for two (2) years following its end, but not more than twice per calendar year, or at EchoStar's discretion if a variance has been found, to confirm compliance with this Agreement, including but not limited to accurate billing and payment. Audits will be performed during normal business hours and without unreasonable interference with normal business practices or unreasonable disturbance to tenants, residents and occupants of the Property. In addition to the foregoing, EchoStar may request an independent audit of Operator's books and records if it has cause to believe that any of Operator's Subscriber numbers are inaccurate, and Operator will cooperate with the audit, including without limitation providing access and supporting documentation requested by EchoStar.

8.2 If EchoStar's audit or an independent audit reveals a variance of five percent (5%) or more from the payments Operator should have made to EchoStar, Operator will pay the audit costs. If an audit reveals a variance of less than five percent (5%), EchoStar will bear the audit costs. If an audit

reveals underbilling or underpayment, Operator will pay EchoStar the appropriate amount within ten (10) days of the results of the audit. If an audit reveals overbilling or overpayment, EchoStar will credit the appropriate amount to Operator's account.

8.3 Within forty-eight (48) hours of a request from EchoStar, Operator will escort an EchoStar representative to inspect any System for any purpose in

any way related to this Agreement.

9. **Compliance With Legal Requirements.** Operator covenants and agrees that it will comply with any and all local, state or federal laws, rules, regulations, licensing requirements, or valid orders of an administrative agency or court of competent jurisdiction in connection with the performance of its obligations under this Agreement or otherwise ("Legal Requirements"). Operator further covenants and agrees that it will obtain and maintain all permits, licenses, permissions, and rights that may be required under any applicable legal requirements or otherwise for the performance of its obligations pursuant to this Agreement.

10. **Representations and Warranties.** Operator represents and warrants that its execution of this Agreement and the performance of its obligations under this Agreement have been properly authorized by all necessary corporate, partnership or other action, and do not and will not violate any legal requirements applicable to it or result in a breach of or default under any other agreement binding upon it. Operator represents and warrants that it is current as of the Effective Date in all payments and financial or other obligations due and owed to any programmer whose programming it will carry under this Agreement. Operator further represents that: (i) it is a valid and existing entity in compliance with all laws and regulations related to maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not knowingly violating any federal, state or local law or regulation; (iv) has the legal right to provide service to each Property where Operator is receiving EchoStar Programming and distributed through a System; and (v) does not operate under the authority of a franchising municipality at any Property where the Operator is receiving EchoStar programming.

11. **Notices.**

11.1 **Notice to EchoStar.** All notices to be given to EchoStar pursuant to this Agreement shall be in writing, signed by the Operator, and sent by: (i) first-class certified mail, postage prepaid, to the following address; or (ii) overnight courier services, charges prepaid, to the following address, or to such other address as EchoStar may designate to Operator at any time and from time to time in accordance with this Section 11.

EchoStar Satellite L.L.C.
Attn: Vice President Commercial Services
9601 S. Meridian Blvd.
Englewood, Colorado 80112
Facsimile (303) 723-3888

The receipt of such notice shall constitute the giving thereof.

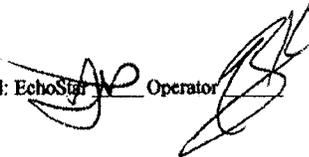
11.2 **Notice to Operator.** All notices to be given to Operator pursuant to this Agreement shall be in writing and sent by: (i) first-class certified mail, postage prepaid, to the following address; or (ii) overnight courier services, charges prepaid, to the address listed on the first page of this Agreement; (iii) facsimile transmission, to the Operator as listed on the first page of this Agreement, or to such other address or other fax number as Operator may designate in writing delivered to EchoStar in accordance with Section 11.1; or (iv) any method of mass communication reasonably directed to EchoStar's private cable operator base, including, without limitation, facts blast, e-mail posting on EchoStar's commercial website. The receipt of such notice (in the case of certified mail or overnight courier), sending of such notice with the confirmation of successful receipt of the entire transmission (in the case of facsimile transmission), sending of such notice (in the case of e-mail) or posting (in the case of EchoStar's commercial website or to a specific FTP website) shall constitute the giving thereof. It shall be Operator's sole responsibility to keep itself informed of all notices, changes and other information set forth in any e-mail or posting of EchoStar's commercial website or to a specific FTP website.

12. **Breach, Termination, and Bankruptcy.**

12.1 This Agreement may be terminated by a party (the "Affected Party"), upon the occurrence of any of the following with respect to the other party (the "Other Party"): (i) the Other Party commits a payment default that is not cured within ten (10) days of receipt of written notice from the Affected Party; or (ii) the Other Party defaults on any obligation or breaches any representation, warranty or covenant in this Agreement and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the Affected Party. This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Operator to the contrary in writing: (i) Operator becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Operator; (ii) Operator, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Operator, or any officer, director, substantial shareholder or principal of the Operator is convicted in a court of competent jurisdiction of any offenses substantially related to the business conducted by the Operator in connection with this Agreement; (iv) Operator fails to comply with any applicable federal, state or local law or regulation, or engages in any practice, substantially related to the business conducted by the Operator in connection with this Agreement that is determined to be an illegal or unfair trade practice in violation of any applicable federal, state or local law or regulation; (v) Operator falsifies any records or reports required hereunder; (vi) Operator fails to renew, or loses, due to suspension, cancellation or revocation, for a period of fifteen (15) days or more, any right of entry, license, permit or similar document or authority required by law or governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement and to maintain its corporate or other business status, as in effect as of the Effective Date; (vii) any fraud, misrepresentation, or illegal action of any sort by Operator in connection with this Agreement or Other Agreements. Further, EchoStar shall have the right to terminate this Agreement upon notice to Operator in the event that Operator defaults on any obligation or breaches any representation, warranty or covenant in any other agreement between EchoStar and/or any of its Affiliates, on the one hand, and Operator and/or any of its Affiliates on the other hand, that is not cured in the applicable cure period. The non-defaulting party may pursue any and all rights available at law or in equity against the defaulting party, whether arising in contract or otherwise.

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Version 1.0_03_30_2006

Initial: EchoStar  Operator

12.2 **Obligations Upon Termination.** EchoStar and Operator agree that if this Agreement terminates for any reason: (i) Operator shall immediately discontinue the sale, marketing, promotion, and solicitation of EchoStar Programming, and immediately cease to represent and/or imply to any person or entity that Operator is an authorized provider of EchoStar Programming; (ii) Operator shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with the EchoStar Programming, including, without limitation, DISH; (iii) Operator shall deliver to EchoStar, or destroy, at EchoStar's option, all tangible things of every kind (excluding DISH DBS Systems) in Operator's possession or control that bear any of the trademarks; (iv)

Operator shall upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and (v) Operator shall pay all sums due EchoStar under this Agreement within thirty (30) days of the date of termination.

13. **Indemnification.** Operator shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) any claim by a Subscriber, programmer, property owner, property manager or other third party in any way related to services provided by Operator including without limitation claims related to the installation or quality of installation of equipment or cabling, or the quality or selection of EchoStar Programming chosen by Operator to be provided to Subscribers; (ii) any act, error or omission of Operator in connection with the provision of EchoStar Programming to Subscribers, (iii) Operator's failure to comply with Legal Requirements; (iv) Operator's performance or failure of performance under this Agreement and any direct or indirect results thereof; (v) Operator's lawful or unlawful acts or omissions (or those of any of Operator's employees or agents, whether or not such acts are within the scope of employment of such employees or agents) relating to the sale, marketing, advertisement, promotion or distribution of EchoStar Programming and DISH DBS IRDs and equipment; (vi) the breach of any of Operator's representations or warranties herein; (vii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers. The provisions of this Section shall survive termination or expiration of this Agreement indefinitely.

14. **Confidentiality; Press Releases.** Operator will not disclose (whether orally or in writing, by press release or otherwise) to any third party any information with respect to the provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (i) to its officers, directors, employees, auditors and attorneys who have a need to know such information (collectively), in their capacity as such, but such necessary personnel must agree to abide by the provisions of this Section and Operator will be responsible for any breach of the provisions of this Section by such necessary personnel; (ii) to the extent necessary to comply with Legal Requirements; (iii) to comply with its obligations under this Agreement; or (iv) as agreed by EchoStar in writing. This Section will survive, indefinitely, the expiration, termination or assignment of this Agreement.

15. **Relationship of the Parties.** This Agreement is a commercial contract between Operator and EchoStar and the relationship of the parties hereto is that of independent contractor. Nothing in this Agreement will be deemed to make the Parties partners or joint venturers or in any way imply any duties by one Party to the other except as expressly provided in this Agreement and neither Party will by virtue of anything in this Agreement be liable for the obligations of the other Party whether hereunder or to any third party. This Agreement binds the Parties and their permitted successors and assigns. No Subscriber or other person will be entitled to rely on this Agreement.

16. **Trademarks.** Operator acknowledges that the names, marks, trademarks and logos of EchoStar, the DISH Network, EchoStar Communications Corporation and its Affiliates, the Programmers, the titles of programs contained in the EchoStar Programming, and any variations incorporating them ("Marks"), are the exclusive property of their respective owners, and Operator has no and will acquire no proprietary rights to the Marks by reason of this Agreement. Operator has and will have no rights to use the Marks except at the times and in a manner expressly communicated to Operator by EchoStar and the owner of a particular Mark. Operator will not publish or disseminate any material that violates this paragraph or any restrictions imposed by EchoStar, the owner of a particular Mark or a Programmer. Operator will keep copies of all original promotional and advertising materials relating to its marketing and distribution of the EchoStar Programming for at least six (6) months after each piece's first distribution, and will promptly make them available to EchoStar upon request.

17. **Choice of Law; Venue; Consent to Jurisdiction; Arbitration.** The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contractor under statute, shall be governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. The parties hereby agree that venue and jurisdiction in Colorado is appropriate for all claims and controversies arising out of, or in any way related to, this Agreement. Any and all disputes, controversies or claims between Operator and EchoStar arising out of or in connection with this Agreement, which are not settled through negotiation, shall be resolved solely and exclusively by binding arbitration in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association. In the event of any conflict between the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, the Federal Arbitration Act will control. Arbitration proceedings shall be initiated by written notice from the initiating party to the other party stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within thirty (30) days of sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within thirty (30) days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days of their appointment. The decision of the arbitrators shall be final and binding on the parties and any award of the arbitrators may be entered and enforced as a final judgment in any state or Federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the arbitrators' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement. The cost of any arbitration hereunder, including without limitation the cost of the record or transcripts thereof, if any, administrative fees, and all other fees involved, shall be paid by the party(ies) determined by the arbitrators to not be the prevailing party(ies), or otherwise allocated in an equitable

manner as determined by the arbitrators. Nothing contained herein shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party.

18. **Entire Agreement.** This Agreement, together with all Addenda, exhibits and schedules thereto, constitute the entire Agreement between the Parties, and supersedes all previous understandings, commitments or representations concerning the subject matter of this Agreement. All such previous understandings, commitments or representations concerning the subject matter of this Agreement are set forth herein. Each Party acknowledges that the other has not made any representations other than those contained in this Agreement. Except as provided in this Agreement, this Agreement may not be

amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the Party against whom the amendment, modification or waiver is sought to be enforced. If any portion of this Agreement is held to be unenforceable, then the remainder of the Agreement will survive and will be construed as well as possible to reflect the intent of the parties.

19. **Force Majeure.** EchoStar shall be excused from performance, and shall not have any liability to Operator or any other person or entity, with respect to any failure of EchoStar to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event including without limitation any labor dispute, fire, flood, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, any problem associated with the construction, use or operation of satellite(s), transponder(s) or related systems such as uplink facilities or equipment, interference from other communications systems, solar flares or other such anomalies, degradation or interruption of protection systems, the failure of a Programmer to make its programming available, any problem associated with any scrambling/descrambling equipment or any other equipment owned or maintained by EchoStar or others, action or order of any judicial, legislative, governmental or quasi-governmental authority, or any cause beyond EchoStar's reasonable control.

20. **Disclaimer of Warranties.** OPERATOR UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ECHOSTAR WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN OR ANY EQUIPMENT PROVIDED BY ECHOSTAR, EXCEPT AS PROVIDED FOR IN MANUFACTURERS USER'S MANUAL. ECHOSTAR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN AND ANY EQUIPMENT PROVIDED BY ECHOSTAR, AND THE INSTALLATION AND FUNCTIONING OF SUCH SYSTEM, INCLUDING, WITHOUT LIMITATION: (1) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE; (2) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT; AND (3) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

21. **Insurance.** Operator shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics, which at a minimum shall be no less than One Million Dollars (\$1,000,000) per occurrence. All such policies and coverages shall be primary and non-contributory, issued by insurers, licensed to do business in any state in which Operator conducts business operations in connection with this Agreement, and endorsed to provide EchoStar at least thirty (30) days prior notification of cancellation or material change in coverage.

22. **Non-Exclusivity.** Operator acknowledges that: (i) nothing in this Agreement is intended to, nor shall it be construed as conferring any exclusive territory or any other exclusive rights to Operator; (ii) EchoStar and its Affiliates make absolutely no promises, representations or warranties as to the amount of business or revenue that Operator may expect to derive from participation in this Agreement; (iii) Operator may not realize any business or revenue as result of its participation in this Agreement; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at any time in the future may offer in its sole discretion for any reason, others the opportunity to enter into the same or similar Agreement in the same geographic area in which Operator is located and elsewhere; (vi) Echosphere L.L.C. and all other Affiliates of EchoStar shall have the right to distribute products and solicit orders for EchoStar Programming throughout the Territory, and in competition with Operator, without any obligation or liability to Operator whatsoever, and without providing Operator with any notice thereof; (vii) EchoStar and its Affiliates shall be entitled, among other things, to: (a) solicit orders for EchoStar Programming, (b) sell, lease and otherwise transfer possession of DISH DBS Systems and promotional certificates, (c) perform installation and maintenance services (directly and through subcontractors) for DISH DBS Systems and related accessories, and (d) provide EchoStar Programming and other programming directly to residents of the Property upon request from such a resident, in each case throughout the Territory and in competition with Operator, without any obligation or liability to Operator whatsoever and without providing Operator with any notice thereof

23. **Limitation on Damages.** IN NO EVENT WILL ECHOSTAR BE LIABLE TO OPERATOR, OR ANY PERSON CLAIMING THROUGH OPERATOR, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD, EQUIPMENT OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT. IN NO EVENT SHALL ECHOSTAR HAVE ANY LIABILITY TO OPERATOR FOR ANY OUTAGE OR DISRUPTION IN ECHOSTAR PROGRAMMING IN EXCESS OF THE APPLICABLE AMOUNT THAT WOULD HAVE BEEN CHARGED TO OPERATOR FOR SUCH PROGRAMMING DURING SUCH TIME OF OUTAGE OR DISRUPTION. IN ADDITION, ECHOSTAR SHALL HAVE NO LIABILITY TO OPERATOR FOR ANY ACT OR OMISSION OF ANY PROGRAMMER OR THIRD PARTY PROVIDER OF SERVICES IN CONNECTION WITH ECHOSTAR'S DELIVERY OF PROGRAMMING.

24. **General.**

24.1. **No Implied Waiver.** Except as expressly provided in this Agreement, no failure or delay by either Party to exercise any right, power or privilege under this Agreement will operate as a waiver; nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and remedies granted in this Agreement will be in addition to other rights and remedies to which the Parties may be entitled at law or in equity.

24.2 **Successor Interests; Assignment.** This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Operator. Operator shall not assign this Agreement without the prior written consent of EchoStar, which consent shall not be unreasonably withheld. By

way of example and not limitation, EchoStar may reasonably withhold consent for reasons such as creditworthiness of the proposed assignee, or if the assignee is a competitor of EchoStar. Because this Agreement is made by EchoStar in reliance on the financial, business and personal reputation of Operator and its ownership and management, any change in control of Operator shall be deemed an assignment requiring EchoStar's consent hereunder. If EchoStar denies consent for any reason, Operator may have the option to either terminate this Agreement and pay EchoStar twenty percent (20%) of the average of the last three (3) months invoices for EchoStar Programming multiplied by the number of months remaining in the Initial or any Renewal Term ("Buyout") or continue this Agreement through the end of the Term. If Operator assigns this Agreement in contravention of this Section, EchoStar may, at its option, continue this Agreement in full force and effect, or immediately terminate the Agreement, in which event Operator shall pay the Buyout referenced above upon demand.

24.3 Successor Interests; Sale of System. If Operator proposes to sell a System receiving any EchoStar Programming (a "Proposed Sale"), Operator will give EchoStar at least sixty (60) days prior written notice thereof. Any Proposed Sale shall constitute an assignment pursuant to Section 24.2. Such notice of Proposed Sale will contain the name, address, telephone number, and other contact information relating to the prospective buyer. Upon EchoStar's request, Operator will identify in writing the material economic and non-economic terms of any such Proposed Sale (the "Offer"), and EchoStar shall have thirty (30) days from its receipt of the Offer to: (i) acquire the System on the same terms and conditions as the Offer; (ii) consent to the Proposed Sale; or (iii) provide notice of EchoStar's non-consent and terminate this Agreement as pertains to the individual System or Systems subject to the Proposed Sale, in which event Operator shall pay the Buyout upon demand by EchoStar. Any sale in contravention of this Section shall be deemed void and be of no effect.

24.4 Loss of Property Agreement. If during the term of this Agreement, Operator fails to maintain a valid Property Agreement or the Property is either sold or assigned to owners who do not wish to deliver EchoStar Programming at the Property, Operator shall pay EchoStar the Buyout referenced in Section 24.2 upon demand.

24.5 Survival. The following provisions shall expressly survive the expiration or termination of this Agreement 8, 11,12,13,17, 20 14, 15, 19, 22 and 23. All other provisions of this Agreement that by their nature contemplate obligations that would reasonably be expected to continue beyond the end of the Term to give effect to the intent of the Parties will survive the expiration or termination of this Agreement.

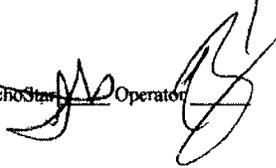
24.6 Construction. Each of the parties acknowledges that this Agreement has been fully negotiated by the Parties with assistance of counsel and, therefore, no provision of this Agreement will be construed or interpreted against any Party because such Party or its legal representatives drafted such provision.

24.7 Headings. This Agreement's section headings are for convenience only, are not to be deemed part of its substantive provisions, and are not to be considered in its construction or interpretation.

24.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original. All such counterparts together will constitute one instrument.

Version 1.0_03_30_2006

Bulk Programming Services Agreement
EchoStar Proprietary and Confidential
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Initial: EchoStar  Operator

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

SCHEDULE 1 BULK RATE CARD PROGRAMMING

April 1, 2007

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

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

Basic Package:

Bulk Basic (Available to properties using a Head-End Distribution System/SMATV)	Per Drop Per Month
Bloomberg Television, BYUTV, C-SPAN, C-SPAN 2, Cable News Network, Cartoon Network, Colours TV, Daystar, The Discovery Channel, Discovery Health, Eternal Word Television Network, FEC/PAEC, Fine Living Channel, Fox News Channel, Fox Reality TV, Free Speech TV, Good Samaritan Network, Headline News Network, Health & Human Services Television, HITN, HSN, The Learning Channel, Link TV, NASA, Nick Toons, Northern Arizona University/University House, OVC Shopping Network, Oxygen, Research Channel, Shop NBC, Trinity Broadcasting Network, Turner Broadcast System, Turner Network Television, University of California, USA Network, The Weather Channel	[REDACTED]

Popular Programming Packages*:

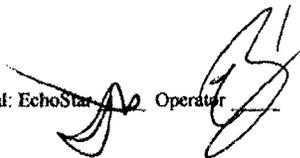
Package:	Per Drop Per Month
America's Top 100	[REDACTED]
America's Top 200 **	[REDACTED]
America's Top 250	[REDACTED]
Dish Latino Package	[REDACTED]
Pequeño Latino (Spanish) -- Univision, Galavision, Telefutera	[REDACTED]

Sports:**

ESPN Sports Packages:	Per Drop Per Month
ESPN	[REDACTED]
ESPN, ESPN2	[REDACTED]
ESPN, ESPN2, ESPNNews	[REDACTED]
ESPN, ESPN2, ESPN Classic	[REDACTED]
ESPN, ESPN2, ESPNNews, ESPN Classic	[REDACTED]
ESPN, ESPN2, ESPNNews, ESPN Classic, ESPN U	[REDACTED]

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

Sports Time Ohio

SportsNet New York



Premium Programming Packages*:

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

*Encore Thematic Channels include Action, Drama, Love, Mysteries, WAM, Westerns

Add-On Packages:

Add-On Packages	Per Drop Per Month
#2 – ABC Family, AMC, Animal Planet, BET, Boomerang, GAS	
#3 – Bravo, Country Music Television, GAC, IFC, Turner Classic Movies, WE	
#4 – A&E, History Channel, Court TV, Game Show Network, Hallmark, ION, Tech TV, Style	
#5 – E!, Lifetime, Sci-Fi	
#6 – A&E, Fuse, History Channel, Spike TV, WGN	
#7 – BBC America, CNBC, CNBC World, Food Network, HGTV, MSNBC, Travel Channel	

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#8 – FX, Fox Movie Channel, Fox Sports World, Fox Sports en Espanol, Gol TV, TV Games	
#9 – Disney Channel (E/W), SoapNet, Toon Disney	
#10 – The Golf Channel	
#11 – Comedy Central, MTV, MTV2, Nickelodeon, TV Land, VH1, VH1 Classic	
Action Pack – Discovery, Wings, DIY, Outdoor Channel, Speed Channel, Versus	
Discovery Pack – Discovery Home, Discovery Kids, Discovery Times Channel, The Science Channel	
Fox News	

BET	
NFL Network	

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

LOCALS PACKAGES (May Include NBC, ABC, CBS & FOX - Additional Channels May Be Available)	
--	--

Applicable Fees:

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

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

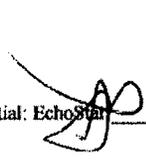
** Channels in this package may be subject to extensive blackouts of sporting events and other programming noted in the guide.

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

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

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**SCHEDULE 2
EQUIPMENT ORDER FORM**

Date: 11-1-07

For equipment orders, please provide the following information and e-mail to CommercialAdmin@echostar.com or fax to (720) 514-8420. This Equipment Order Form is subject to the terms and conditions of the applicable Programming Services Agreement between EchoStar and the Operator specified below.

Customer / Billing Information	Operator #: 	PO# (if applicable): _____
Operator Name: _____		
Street Address: _____		

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____ E-mail Address: _____ MS.

Check if this is the ship-to location

Head-End Information (location of equipment)

Property Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Number of Units at the Property: _____

Phone Number: _____ Fax Number: _____ E-mail Address: _____

Check if this is the ship-to location

Shipping Information (if different from Head-End information above)

Note: If ship-to location is new and needs to be added, expect up to a 48hr delay in departure.

Operator Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone Number: _____

Shipping Method (if applicable)

Ground (3-5 days) - \$9/Receiver 2nd Day Air - \$25/Receiver Next Day Air - \$35/Receiver

Receiver and Accessory Equipment Information and Pricing*

Qty.	Item Description	Oracle Part #	Cost Each	Total	Notes
60	2800 REMAN	148004	\$		N/A
10	3500 REMAN	108285	\$		N/A
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
* Shipping to Be Determined			Total Cost:	\$	N/A

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Initial: EchoStar Operator:  

QAM Headend Equipment Information and Pricing*

Qty.	Item	Oracle Part #	Cost Each	Total	Notes
	QPSK Transcoder	140876	\$	\$	
	8PSK HD Transcoder	140875	\$	\$	
	Power Supply	140877	\$	\$	
	Rack Adapter	140879	\$	\$	
	Programming Unit	140878	\$	\$	
	Hybrid Amplifier	103159	\$	\$	
* Shipping to Be Determined			Total Cost:	\$	

Payment Method (if applicable)

Prepaid Check / Money Order* Credit Card COD Certified Wire Transfer

Taxes, shipping & handling to be determined. A quote is needed for checks & wire. **For Check or Money Order:** Make check payable to EchoStar Satellite L.L.C., and remit to: EchoStar Satellite L.L.C., Attn: Commercial Services / Admin Group, 9601 S. Meridian Blvd, Englewood, CO 80112

Credit Card Information

Card type: VISA MasterCard AMEX
 Account Number: [REDACTED]
 Name on Card: [REDACTED]
 Expiration Date: [REDACTED]
 Billing zip code: [REDACTED]

Itemized Charges

Receivers: \$ [REDACTED]
 QAM Equipment: \$ [REDACTED]
 Total Shipping*: \$ [REDACTED]
 Taxes*: \$ [REDACTED]
 Total Charges: \$ [REDACTED]

* Shipping and Taxes to be determined by EchoStar

I hereby authorize a one-time payment to be charged to the my credit card in the amount described above:

Credit Card Signature: [REDACTED] Date: [REDACTED]

Signatures

Prepared by: [REDACTED] (Name / Title) [REDACTED] (Signature) 11-1-07 (Date)

Operator Approved by: [REDACTED] (Must be signed by a Company Principal - Name / Title) [REDACTED] (Signature) 11-1-07 (Date)

FOR COMMERCIAL ADMIN OFFICE USE ONLY

Order Date: _____ Order Number: _____
 Customer Number: _____ Order Total: _____

EchoStar Proprietary and Confidential

Effective 4_01_07

Initial: EchoStar [Signature] Operator [Signature]

**SCHEDULE 3
 EQUIPMENT PRICING
 EFFECTIVE April 1, 2007
 (Prices and Availability subject to change)
 Prices Exclude Applicable Shipping and Handling Charges**

ITEM/PART NUMBER	PRODUCT DESCRIPTION - MODEL NUMBER	PRICE
148004	2800 REMAN RCVR IR (w/o remotes & manuals) [64 to a Pallet]	[REDACTED]
108285	3900 REMAN RCVR IR (non-prepay, can NOT use in HE)	[REDACTED]
143091	211 VIP RCVR IR - HD (MPEG 2 & 4)	[REDACTED]
147388	211 VIP REMAN RCVR IR - HD (MPEG 2 & 4)	[REDACTED]
148404	301 REMAN RCVR IR	[REDACTED]

110494		
120113	311 RCVR IR [80 to a Pallet]	
131337	311 REMAN RCVR IR	
138138	322 RCVR IR/UHF W/DPP SEPARATOR	
130699	322 REMAN RCVR IR/UHF	
146724	381 REMAN UHF RCVR QAM Compatible [80 to a Pallet]	
131469	510 REMAN RCVR UHF (DVR)	
138493	522 REMAN RCVR (DVR-2 Tuners) W/DPP SEP. [30 to a Pallet]	
139444	622 VIP RCVR UHF - HD (DVR)	
134941	625 RCVR IR/UHF (DVR-2 Tuners) [36 to a Pallet]	
139927	625 REMAN RCVR IR/UHF (DVR-2 Tuners) [36 to a Pallet]	
130260	811 REMAN RCVR UHF - HD [36 to a Pallet]	
	QAM Digital Headend items	
141250	Q-BOX (2 required per 522 or 625 Dual Tuner Rcvr) [12 per case]	
140876 Televes Ref #5023	TDT Transmodulator/Transcoder VHF/UHF	
140875 Televes Ref #5012	HD TDT Transmodulator/Transcode VHF/UHF	
140877 Televes Ref #5030	TDT PSU - Power Supply 120v [1 PSU for 7 TDTs]	
140879 Televes Ref #5301	TDT 19' Rack Adapter [Holds 1 PSU & 7 TDTs]	
140878 Televes Ref #7234	Programming Unit	
103159 Televes Ref #4514	Hybrid Amplifier	

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ECHOSPHERE - ACCESSORY PRICING			
ITEM CODE	PART DESCRIPTION	DETAIL	PRICE
133185	SINGLE LNBF - FSS	BAND-STACKED [S01]	
111174	TWIN LNBF - REMAN Dish Pro	Replaces New #107102	
121670	TWIN LNBF - DP PLUS		
120810	DUAL LNBF - Dish Pro		
111455	QUAD LNBF - Dish Pro		
137865	SUPERDISH LNBF - TYPE 1	*Must Order in Quantities of 4	
117278	KIT, SWITCH DP21 VIDEOPATH (FG)		
123475958-AB	SW21 SWITCH	Multi-Dish Switch - 200/case Multi-Dish Switch - 42/box (TVRO Dealer price list &	

* 123478211-AA	SW21 SWITCH - REMAN	override price)	
107107	SW34 SWITCH - DP	Multi-Dish Switch	
129349	SW44 SWITCH - DP PLUS	Includes Power Inserter	
123478293-AA	SW64 SWITCH KIT	Stand-alone (FG)	
101983	SW64 SPLITTER	Feed-Thru Load	
123254	SEPARATOR - DP PLUS		
111690	ADAPTER - DP	Legacy/Diseqc Compatible	
*101959	*TWIN LNBF REMAN - Legacy		
*123474502-AA	*DUAL LNBF REMAN - Legacy		
120415	REMOTE UHF/IR (1.5)		
142923	REMOTE IR (3.2)	(for 311s)	
135899	REMOTE (6.2)	(for 501, 508, 510, 522, 625, 721, 811/921, & 942s)	
123831	REMOTE UHF PRO HDTV (8.0)		
118216	REMOTE EZ IR KIT	[Not same as p/n 114436 n/a]	
113189	REMOTE PLATINUM KIT	For 508/510 DVRs (Boxed)	
137682	IR TO UHF PRO UPGRADE KIT (10.1)	Includes 10.1 Remote + UHF Antenna	
100516	RG-6 BLACK CABLE		
100070	RG-6 GREY CABLE		
123473095-AA	SURGE PROTECTOR.		
123479365-AA	HARDWARE/DISH 500	Nuts & Bolts Kit	
123473958-AA	NON-PEN ROOF MOUNT		
129132	NON-PEN ROOF MOUNT - SUPERDISH		
123479305-AA	MOUNT, DISH 500 Y-BRACKET		

EchoStar Proprietary and Confidential

Effective 4_01_07

Initial: EchoStar Operator

*108281 *108954 *134663	ANTENNA KITS - BULK *10-PACK REFLECTORS *10-PACK POLAR PLATES *10-PACK MASTS	*These (3) Parts Make up and Replace (10) 20" DISH 500 ANT KITS	
123479722-AA	ANTENNA KIT - Dish 500 - 20" ANT	*Add reman Twin LNB #111174 to replace part #128396 [24 to a Pallet]	
113804	ANTENNA KIT - 24" DISH	1 Orbital Slot [S01]	
140348	ANTENNA KIT - DISH 1000	DPP TWIN LNB & DP DUAL LNB	
132853	PORTABLE VIDEO PLAYER 7.0" LCD DISPLAY (AV700E)	(3) Sat's 110, 119 & 129 (8/case=\$15 SH or \$5/ea for singles)	
132852	PORTABLE VIDEO PLAYER 4.0" LCD DISPLAY	(8/case=\$15 SH or \$5/ea for singles)	
132851	PORTABLE VIDEO PLAYER 2.2" LCD DISPLAY	(8/case=\$15 SH or \$5/ea for singles)	

EchoStar Proprietary and Confidential

Effective 4_01_07

Initial: EchoStar  Operator 

This is page 1 of a 3-part form.



SCHEDULE #4 - BULK HEADEND SERVICES FORM

Email to pcocommercial@echostar.com a minimum of 2 weeks prior to launch

DIGITAL PROGRAMMING SERVICES AGREEMENT

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

- Attachment A – Trademark License Agreement
- Schedule 1 – Digital Programming Rate Card
- Schedule 2 – Equipment Order Form
- Schedule 3 – Equipment Pricing
- Schedule 4 – Technical and Customer Service Specifications
- Schedule 5 – Digital Property Profile

FOR INTERNAL USE ONLY:

Operator Number: [REDACTED]

System Number: _____

OPERATOR:

Legal Name of Entity: [REDACTED]

Type of Entity: [REDACTED]

State of Formation: [REDACTED]

D/B/A: _____

Address for Notices: [REDACTED]

[REDACTED]

Facsimile: ([REDACTED]) [REDACTED]

Telephone: ([REDACTED]) [REDACTED]

Property Name: [REDACTED]

Property Address: [REDACTED]

[REDACTED]

NOTE: THIS AGREEMENT MUST BE COMPLETED FOR EACH PROPERTY.

Effective Date: June 15, 2007 (To be completed upon execution)
(Month) (Day) (Year)

Expiration Date of Initial Term: June 15, 2015 (To be completed upon execution)
(Month) (Day) (Year)

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

ECHOSTAR SATELLITE L.L.C.

OPERATOR

By: EchoStar DBS Corporation, its sole member

By: [Signature]
(authorized signature)

By: [REDACTED]
(authorized signature)

Printed Name: BLIAN J YOHU

Printed Name: [REDACTED]

Title: VP

Title: [REDACTED]

1. Definitions.

"Affiliate" means a company, person, or entity directly or indirectly controlling, controlled by, or under common control with another company, person or entity.

"Analog Programming Services Agreement" means the agreement for analog programming entered into between EchoStar and Operator.

"Bulk Programming Services Agreement" means the agreement for bulk programming entered into between EchoStar and Operator.

"Community" means a master planned community located in the Territory comprised of two or more individual single-family residential homes.

"Digital Programming" or "EchoStar Programming" means any video or audio programming service delivered to Operator pursuant to this Agreement for distribution to Subscribers who utilize a DISH DBS Receiver to obtain such programming.

"DISH DBS Receiver" or "Receiver" means an MPEG-2 DVB compliant satellite receiver (which has either a QAM modulation system or some other type of modulation system) and related components packaged therewith that is sold to Operator by EchoStar or an Affiliate of EchoStar under the "EchoStar" brand name to be provided by Operator to a Subscriber for the reception of Digital Programming delivered to the System.

"Eligible Digital Programming" means the basic digital programming packages designated by EchoStar as qualifying for the payment of Incentives under this Agreement, as set forth in Schedule 1 hereto, as such Schedule may change in EchoStar's sole discretion.

"Incentives" shall have the meaning set forth in Section 7.

"Multiple Dwelling Unit" means a building located in the Territory subdivided into two or more individual single family residential dwelling units that consist solely of apartment complexes, condominiums, townhomes or residential dormitories.

"Property" means the Multiple Dwelling Unit or the Community referenced on the first page of this Agreement which is receiving Digital Programming pursuant to this Agreement.

"Property Agreement" means the right of entry or other similar type agreement that allows Operator access to the Property and the ability to distribute video and audio programming services to residents of the Property.

"Subscriber" means a resident of the Property who receives Digital Programming using a DISH DBS Receiver that EchoStar verifies has been obtained from Operator. A Subscriber shall not include any person who would otherwise qualify, but who: (i) uses a DISH DBS Receiver not obtained from Operator and uses no portion of Operator's and/or the Property owner's external or internal distribution plant; (ii) no longer meets the definition of Subscriber; or (iii) EchoStar declines to activate or deactivates.

"Subscriber Account" means the account set up and maintained by EchoStar for a Subscriber who obtained a DISH DBS Receiver from Operator and for whom Digital Programming has been activated by EchoStar and which account is being paid by Operator under this Agreement and remains active and in good standing.

"System" means a coaxial, fiber optic or hybrid fiber optic SMATV, MMDS or 18 GHz multi-channel audio/video services distribution system owned or managed by Operator, which serves the Property. A System may serve multiple Properties.

"Territory" means the United States, its commonwealths, territories and possessions.

"Total Number of Households Passed" shall be determined by the cumulative count of all dwelling units at the Property which are occupied or qualify for a Certificate of Occupancy as provided by a governing authority or building inspector that must be provided to EchoStar upon request.

2. Term.

The initial term of this Agreement begins on the Effective Date and terminates on the Expiration Date, each as set forth on the first page of this Agreement ("Initial Term"). In no event shall the Initial Term exceed ten (10) years. After the expiration of the Initial Term, this Agreement will renew automatically for successive one (1) year terms ("Renewal Term") unless either Party gives written notice of non-renewal to the other at least ninety (90) days before the end of the Initial Term or any Renewal Term. The "Term" of this Agreement is the Initial Term plus any number of Renewal Terms.

3. EchoStar Responsibilities.

3.1 **Programming.** EchoStar will provide the Digital Programming selected by Operator from Schedule 1 to Operator's head end receiving equipment at the Property for distribution by Operator through the System to Subscribers at the Property to be received by Subscribers utilizing a DISH DBS Receiver. Operator acknowledges that the owners/distributors of Digital Programming, rather than EchoStar, determine the content of the Digital Programming, and as a result EchoStar shall have no responsibility or liability for Digital Programming content. As between Operator and EchoStar, or EchoStar and any Subscriber, EchoStar has the sole right to change, edit, select, schedule and determine the Digital Programming services contained in the Digital Programming packages set forth in Schedule 1 or otherwise offered, and to determine and change fees for such Digital Programming. Any such changes to the Digital Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar.

3.2 Satellite Delivery.

3.2.1 EchoStar may distribute Digital Programming signals via satellites owned, leased, operated or otherwise accessed by EchoStar or Affiliates of EchoStar as currently constituted or from such satellites and at such orbital locations as may be added to such fleet at any time and from time to time as determined by EchoStar in its sole discretion.

3.2.2 EchoStar has the right, without liability, to interrupt transmission of Digital Programming: (i) whenever required under the terms of an applicable programming or other agreement (for example, when required for blackouts of sports events); and (ii) when reasonably necessary, as determined by EchoStar, for testing or maintenance, so long as EchoStar uses commercially reasonable efforts to minimize disruption of the Systems' delivery of Digital Programming to Subscribers (for example, by conducting the interruptions during overnight hours or periods of low viewership).

3.2.3 EchoStar makes no representation or warranty about the signal encryption and delivery systems that encrypt and transmit the Digital Programming signals, including, but not limited to, the quality of any such signals, the availability of any such signals or the continued availability of any such signals from any specific satellite or satellite receiving facilities or capabilities because of any changes to such signal encryption or delivery Systems. EchoStar will provide Operator prior notice as is reasonably practicable of any change to a signal encryption or delivery System. However, EchoStar is not responsible for any costs Operator may incur in altering its receiving facilities or capabilities as a result of any such change.

3.3 Authorizations. EchoStar will authorize receipt of Digital Programming in accordance with EchoStar's standard procedures, but it will be Operator's responsibility to instruct EchoStar when an integrated receiver/decoder ("IRD") is to be authorized or deauthorized for a System.

3.4 Compliance with Operator Requests. EchoStar will have no liability to Operator, any Subscriber or any third party arising out of EchoStar's fulfillment of any request or response to any instructions which EchoStar reasonably believes to have been given by Operator, whether or not such request or instructions were given in writing (including, without limitation, instructions relating to authorization or deauthorization of Digital Programming).

4. Operator Responsibilities.

4.1 Responsibility for Systems and Costs. Operator will purchase, install, repair, maintain and operate the System at the Property, including without limitation headend equipment, for receipt, decoding and distribution of Digital Programming to Subscribers which may include, but are not limited to, IRDs, de-scrambling equipment, multi-switches, racks, combiners, splitters, amplifiers and transcoders. Operator agrees to comply at all times with EchoStar's technical specifications set forth in Schedule 4 to this Agreement ("Technical and Customer Service Specifications"). All IRD's that receive signal from EchoStar satellites shall be purchased by Operator from EchoStar or from an authorized EchoStar Private Cable Operator distributor. Unless specifically provided in this Agreement or agreed upon in a separate written agreement between the Parties, EchoStar shall have no obligation to provide or maintain the System or related equipment. Operator agrees to align and point all receiving equipment as necessary to receive Digital Programming signals. Operator agrees to keep the System and all related equipment in good working order and repair. Operator will ensure that scrambling/descrambling equipment and encryption technology is utilized within its System to prevent piracy of any Digital Programming. Operator will maintain each descrambler at the location listed on Schedule 5, unless and until a new location is approved in writing by EchoStar. Operator is encouraged to have available spare equipment reasonably required for replacement purposes.

4.2 Consistent Package throughout Property. Operator will make available the same Digital Programming to every Subscriber at the Property, and also provide any other programming required by the Federal Communications Commission or applicable law.

4.3 Authorizations. Operator must at all times maintain a Property Agreement and any other required rights to provide Digital Programming to Subscribers of the Property. Operator shall immediately notify EchoStar in writing if Operator receives notice that may affect Operator's ability to provide Digital Programming to the Property.

4.4 Sales; Subscriber Collections. Operator will use its commercially reasonable efforts to sell Digital Programming to Subscribers. Operator will collect from Subscribers and remit to the appropriate authorities all applicable taxes and fees, including but not limited to sales taxes and use taxes.

4.5 Exclusivity. Operator agrees that the Digital Programming will be the sole and exclusive multi-channel video and audio programming services provided by Operator to Subscribers at the Property, without regard to the means of delivery of such programming service, except that Operator may offer: (i) local off-air television signals via off-air antenna or via another transport technology only; (ii) analog programming purchased from EchoStar pursuant to an Analog Programming Services Agreement; and (iii) other programming that is not offered or available from EchoStar, provided, however, if such programming becomes available from EchoStar, Operator agrees to use its best efforts to purchase such programming from EchoStar. Operator agrees to purchase such programming from EchoStar once any existing agreement for such programming has either terminated or expired and Operator further agrees not to renew any existing agreement for such programming. Operator agrees that it will not receive any of the Digital Programming channels that comprise any of the Digital Programming packages in Schedule 1 from any third party, including without limitation, cable distribution, C-band or DBS.

4.6 Analog Services. Operator may offer both Digital Programming and EchoStar analog programming to Subscribers pursuant to an EchoStar Analog Programming Services Agreement, or Digital Programming and bulk programming pursuant to an EchoStar Bulk Programming Services Agreement. Operator agrees that it will not purchase analog programming from any provider other than EchoStar if Operator offers Digital Programming at the Property. Operator agrees that, if now or in the future, Operator provides analog programming pursuant to an EchoStar Analog Programming Services Agreement, Operator will: (i) only activate a Basic Programming package described in Schedule 1 that is equal or greater to the analog programming package selected by Operator pursuant to the Analog Programming Services Agreement; (ii) maintain collectively between Analog and Digital the minimum number of subscriber counts set forth in the Analog Programming Services Agreement and (iii) Operator will report to EchoStar, in the analog subscriber report, only the number of subscribers that receive analog programming that are not billed under this Agreement.

4.7 Retail Prices & Branded Programming Names. The initial retail prices for Digital Programming are set forth on Schedule 1 and reflect the standard residential price that Operator will charge per Subscriber account at the Property. Operator will only market, promote, solicit and bill orders for Digital Programming at the standard residential retail prices set by EchoStar and may not markup, or receive additional consideration for, Digital Programming. EchoStar may increase, decrease, or otherwise modify those standard residential prices from time to time in its sole discretion upon notice to Operator. It is understood that EchoStar may from time to time make changes to EchoStar Programming packages with respect to the channel lineups and the name of the packages. For all services, Operator must label programming on Subscribers' bills with EchoStar branded package names. It is understood that EchoStar may from time to time make changes to the branded programming packages with respect to the channel lineups and the name of the packages. The branded package names will appear on the bill from EchoStar to Operator and must be applied with the exactly the same description and price on the Subscribers' bills. All prices and branded name changes shall be effective (and Schedule 1 shall be deemed modified) immediately upon notification by EchoStar, unless EchoStar notifies Operator of a different effective date.

4.8 Redistribution Prohibited. Operator agrees that it will take all commercially reasonable precautions to ensure that other person(s) or entities do not, directly or indirectly: (i) reproduce, resell, retransmit, rebroadcast or otherwise redistribute in any manner or form any Digital Programming; or (ii) make any modification, addition or deletion to any of the Digital Programming. If Operator becomes aware that any unauthorized party is receiving, transmitting or exhibiting any part of the Digital Programming, Operator will notify EchoStar in writing of the name and address of such party. This subsection does not apply to the recording, after receipt by a Subscriber, of Digital Programming by private individuals for in-home viewing only.

4.9 Exhibition.

4.9.1 Operator will ensure that Digital Programming is exhibited to Subscribers without delay, interruption, alteration, addition, deletion or editing of any portion thereof and in a manner which will permit highest quality reception by Subscribers of audio and visual elements.

4.9.2 Operator shall take all necessary precautions with respect to Property locations to ensure that programming services are received only by Subscribers and shall take all reasonable precautions to prevent unlawful reception, recording, copying, reproduction, retransmission or duplication of said programming services.

4.9.3 Operator will ensure that premium, or pay-per-view programming is not exhibited in any common areas at the Property such as reception areas, waiting areas, fitness rooms, or such other areas.

4.9.4 Operator will not superimpose any audio or visual elements over Digital Programming as viewed by Subscribers, and will not allow, unless controlled by the Subscriber through the Subscriber's own equipment, any audio or visual elements to appear on the screen of Subscriber's receiver simultaneously with any Digital Programming (i.e., through use of a split screen or reduction of the Digital Programming picture size), other than electronic program guides and other interactive services that appear on screen regardless of what channel the Subscriber is tuned to or as may be required by federal regulations governing emergency alerts.

4.9.5 Operator may not provide Digital Programming to any building or Multiple Dwelling Unit or Community or any portion thereof that: (i) charges an admission or other fee to enter; (ii) is accessible to members of the general public (other than residents of the Property); (iii) is a commercial business or establishment, including, without limitation, a restaurant or bar; (iv) is a hospital, hotel, motel, or other similar temporary lodging; (v) is a prison, halfway house, mental institution, or other secured treatment or correctional facility; or (vi) is a private office or other room used to conduct business on a regular basis. Operator acknowledges that if the means of use or operation of the Property should change, it may no longer qualify for Digital Programming under this Agreement in which event EchoStar may terminate this Agreement in its reasonable discretion.

4.10 Customer Service. Unless otherwise agreed upon in a separate writing between the Parties, Operator will be responsible for the purchase and installation of all equipment related to its Systems, Subscribers and day-to-day service contact with Subscribers. Operator will: (i) maintain an incoming service telephone line that accepts trouble reports, programming requests, billing, and other inquiries from Subscribers, 24 hours a day, 365 (or 366) days a year; (ii) use commercially reasonable efforts to respond to each Subscriber trouble call, inquiry and installation request within 24 hours; (iii) employ technically competent service personnel to install and maintain the System in a commercially reasonable manner; (iv) provide ongoing technical training for all technical employees and (v) comply with all specifications detailed in Schedule 4.

4.11 Obligations to Programmers. Upon notice thereof, Operator will comply with all requirements established by Programmers and communicated to Operator, including but not limited to blackout requirements and commercial exhibition restrictions. EchoStar may blackout or otherwise modify programs to comply with programmers agreements or governmental requirements.

4.12 Signal Theft. Operator shall not directly or indirectly: (i) engage in any signal theft, piracy or similar activities; (ii) engage in any unauthorized reception, transmission, publication, use, display or similar activities with respect to Digital Programming; (iii) alter any EchoStar equipment or "Smart Cards", or any other equipment compatible with programming delivered by EchoStar or any of its Affiliates to be capable of signal theft (or for any other reason without the express written consent of EchoStar); (iv) manufacture, import, offer to the public, sell provide or otherwise traffic in any technology, product, service, or device which is primarily designed or produced for the purpose of, or is marketed for use in, or has a limited commercially significant purpose other than, assisting in or facilitating signal theft or other piracy; or (v) aid any others in engaging in, or attempting to engage in, any of the above prescribed activities. Operator shall immediately notify EchoStar if it becomes aware of any such activity by any person or entity and agrees to cooperate with EchoStar in the prosecution of any such activities including providing any documentation requested by EchoStar related to such activities. In addition to, and not in limitation of, the Territory restrictions contained in this Agreement, Operator hereby acknowledges that the U.S. Department of State and/or the U.S. Department of Commerce may in the future assert jurisdiction over EchoStar DBS Systems, and that EchoStar DBS Systems and Programming may not currently be sold outside of the Territory. Operator represents and warrants that it will not directly or indirectly arrange for or participate in the export or sale of EchoStar DBS Systems or Programming, in whole or in part, outside of the Territory, and agrees that Operator will take all reasonable and adequate steps to prevent the export or sale of EchoStar DBS Systems and Programming outside of the Territory by others who purchase from Operator and who might reasonably be expected to export or sell them outside the Territory.

4.13 Multiple Properties. If more than one property is served by a single System, Operator must execute this form agreement for each property served by the System. Operator may not serve additional properties with Digital Programming without a separate agreement authorizing such service.

4.14 Property Activation/Deactivation. The Operator must provide Property information in the form of Schedule 5 for the Property receiving Digital Programming services pursuant to this Agreement. EchoStar will input Property information within thirty (30) business days of receipt of Schedule 5 and this signed Agreement and will be ready to provide Digital Programming to Subscribers at such time.

4.15 Subscriber Activation / Deactivation / Disclosure. Prior to any sale or lease of equipment to a Subscriber for the receipt of Digital Programming, whichever occurs first, Operator shall, at a minimum, disclose to each new Subscriber the following if applicable: (i) fees for the Digital Programming package selected by the Subscriber; (ii) any requirement to return leased equipment, the time period within which such equipment must be returned and any fees for failing to return such leased equipment; (iii) activation fees; (iv) standard installation fees; (v) whether purchased equipment may be reconditioned or used and if reconditioned or used, the length and type of warranty; and, (vi) whether a particular customer is eligible for local network programming and fees for such local network programming. At time of Installation or De-installation, the Operator must call the Commercial Services call center at 1-800-454-0843 to activate or deactivate an account for programming services. Information to be provided at the time of activation includes Subscriber name, address, phone number, billing information, programming packages, receiver number and smartcard number. For downgrades or other changes in service, a fee may be charged to the Operator by EchoStar in accordance with EchoStar's standard policies.

5. Equipment.

5.1 Purchase Orders. In the event that Operator desires to purchase a System, Receivers, or other equipment from EchoStar, or any Affiliate of EchoStar, Operator shall order such products by completing a written Equipment Order Form in the form attached as Schedule 2. An Equipment Order Form shall be a binding commitment by Operator. Any failure to confirm an Equipment Order Form shall not be deemed acceptance by EchoStar. Order Forms of Operator shall state only the: (i) identity of goods; (ii) quantity of goods; (iii) purchase price of goods; and (iv) requested ship date of goods. Any additional terms stated in an Equipment Order Form shall not be binding upon EchoStar unless expressly agreed to in writing by EchoStar. In no event shall EchoStar be liable for any delay, or failure to fulfill, any Equipment Order Form (or any portion thereof), regardless of the cause of such delay or failure. In the event of any conflict between the terms of an Equipment Order Form and the terms of this Agreement, the terms of this Agreement shall prevail. Operator agrees that EchoStar has no obligation to re-purchase Systems or equipment back from Operator at any time for any reason.

5.2 Provision of DISH DBS Receivers to Subscribers. Operator shall purchase, install all DISH DBS Receivers for Subscribers in the unit in which the Subscriber resides at the Property, and, prior to and as a condition of such installation, Operator shall, require that each Subscriber does not: (i) use the DISH DBS Receiver, or allow others to use it, in any location other than the Subscriber's unit in the Building; or (ii) intend to use the DISH DBS Receiver, or to allow others to use it, in Canada or any other location outside of the Territory; or (iii) intend to have Digital Programming authorized for the DISH DBS Receiver under a single DISH Network account that has or will have Digital Programming authorized for multiple DISH DBS Receivers that are not all located in the Subscriber's same residential unit within the Property and connected to the same phone line.

5.3 Installation of Systems/Service of Subscribers. Operator shall be solely responsible for the installation, purchase and maintenance and/or ownership or management of all terrestrial equipment and DISH DBS Receivers necessary to allow Subscribers to receive Digital Programming. In furtherance of the foregoing, Operator shall, at its sole cost and expense, throughout the Term of this Agreement: (i) install or cause to be installed in a timely manner all DISH DBS Receivers provided to Subscribers; (ii) provide and maintain in good working order and repair all facilities, vehicles, tools, and equipment necessary for performing its obligations pursuant to this Agreement; (iii) provide all customer service to all Subscribers related to the DISH DBS Receivers and System equipment; and (iv) secure and maintain from Building owners and managers, and from any applicable federal, state, and local government entities and agencies, all authority (including the right to enter into the Property pursuant to a Property Agreement) necessary to carry out the foregoing. Operator agrees that it will distribute, to each person to whom it provides a DISH DBS Receiver: (i) the User and Installation Guide included in the DISH DBS Receiver supplied to Operator by EchoStar; and (ii) a written statement, in form acceptable to EchoStar, that all questions, concerns, difficulties, and problems with DISH DBS Receivers, the Digital Programming and the Digital Programming should be directed to Operator and not to EchoStar.

5.4 Equipment Purchases. Operator may purchase equipment for the sole purpose of delivering Digital Programming. Prices and availability are subject to change. Current prices are set forth on Schedule 3. Receivers purchased from EchoStar or an EchoStar Affiliate shall be subject to the Limited Warranty and Return Authorization process set forth in the manual included with each such receiver.

5.5 Equipment Promotions. Operator may be eligible to participate in, and receive discounts and/or activation credits under, such promotions as EchoStar may institute in its sole discretion from time to time. Operator acknowledges and agrees that: (i) under no circumstances shall EchoStar have at any time any obligation to offer promotions or subsidies to Operator, or to permit Operator to be eligible to participate; (ii) EchoStar may, in its sole discretion, add, discontinue, substitute, modify, or otherwise alter any or all of the terms of any promotion; and (iii) if EchoStar offers any promotion and Operator is eligible to participate, Operator shall only be eligible to receive the discounts and/or activation credits if it meets all of the applicable qualification criteria and other terms and conditions as EchoStar may establish from time to time in its sole discretion.

5.6 Equipment Sales. Operator agrees that it will not directly or indirectly sell, lease, or otherwise transfer possession of a Receiver to any person or entity whom Operator knows or reasonably should know: (i) is not an end-user and/or intends to resell, lease or otherwise transfer it for use to another individual or entity; or (ii) intends to use it, allow others to use it, or to resell, lease or otherwise transfer it for use in any location, (iii) intends to use it, or to allow others to use it, or to resell, lease or otherwise transfer it for use in Canada, Mexico or at any other location outside of the Territory; or (iv) intends to have, to allow others to have, or to resell, lease or otherwise transfer it to others who will have Digital Programming authorized for it under a single EchoStar account that has or will have Digital Programming authorized for multiple satellite receivers that are not all located in the same location and connected to the same phone line. It shall be Operator's responsibility to investigate and determine whether any sale by Operator would be in violation of this Section. In the event that Operator breaches any of its obligations under this section, EchoStar shall be entitled to charge back at any time (even after the termination or expiration of this Agreement) the Incentives, if any, paid to operator by EchoStar with respect to any Subscriber account affected by such breach or default.

5.7 Transactions. Any transactions between Operator and consumers for the purchase of DISH DBS Systems and related equipment are transactions entered into solely and exclusively between Operator and the consumer. Operator, and not EchoStar, is solely responsible for Operator's investigation of and

compliance with all laws concerning sales and use taxes applicable to any equipment transactions between Operator and consumers and Operator shall be fully responsible for all such taxes.

6. Programming.

6.1 General. Operator shall not solicit orders from Subscribers for any video programming services except for the Digital Programming or its equivalency as substituted by EchoStar or as otherwise permitted under this Agreement. Subject to applicable law, EchoStar may expand, reduce or otherwise modify the Digital Programming in Schedule 1, including the content of any packages, at any time and from time to time in its sole discretion. Any changes to the Digital Programming in Schedule 1 shall be effective (and Schedule 1 shall be deemed modified) upon notification by EchoStar, unless EchoStar notifies Operator of a different effective date, and Operator's authority to market, promote and solicit orders for the prior Digital Programming shall cease upon such notice from EchoStar. DISH DBS Receivers are designed with the capability of being phoned for the purpose of accessing and reporting back a subscriber's pay-per-view orders, provided that the DISH DBS Receiver is connected to a phone line, with an order limit established by EchoStar, as such order limit may change from time to time in EchoStar's sole discretion. Additional services or fees not referenced in Schedule 1 may be available or apply, are subject to change at anytime at EchoStar's sole discretion.

6.2 Deactivation. EchoStar will promptly deactivate the DISH DBS Receiver of any Subscriber Account (a "Deactivation") or all Subscribers at a particular Building, at Operator's written instruction. EchoStar shall not otherwise deactivate a DISH DBS Receiver or discontinue or refuse to provide ordered Digital Programming to any Subscriber except in the event of a default or as otherwise described herein. Operator understands and acknowledges that a Deactivation will disable the reception of all Digital Programming, and Operator hereby forever waives and releases EchoStar and its Affiliates from any and all claims related to, arising out of, or in connection with a valid Deactivation completed in accordance with this Section, including, but not limited to, any claims relating to the loss of revenue from Digital Programming. Further, Operator acknowledges and agrees that EchoStar shall have no obligation to reactivate Digital Programming for any Subscriber unless and until Operator requests in writing for EchoStar to reactivate Digital Programming and Operator has paid in full any outstanding Digital Programming charges plus EchoStar's standard reconnect fee charged to subscribers, as such standard reconnect fee may change from time to time in EchoStar's sole discretion.

6.3 Programming Orders. Operator agrees that it shall not condition, tie or otherwise bundle any purchase of Digital Programming with the purchase of any other video programming services other than as specifically agreed to in this Agreement or in another writing by EchoStar in advance. Operator shall promptly forward to EchoStar all orders for Digital Programming in the manner prescribed by EchoStar from time to time. Operator understands that EchoStar shall have the right to accept (and activate) or reject, in whole or in part, any and all orders for Digital Programming. Operator shall notify in writing all residents of the Property, initially and on an ongoing basis, that Operator and not EchoStar must be contacted: (i) to initiate, add, delete or cancel receipt of any Digital Programming except EchoStar pay-per-view or other non-recurring programming; (ii) for any maintenance or service of, or problems or concerns with, their DISH DBS Receiver or other portion of any System equipment; and (iii) for any questions concerning reception, rates, billing or collection. Subject to applicable subscriber privacy laws, rules and regulations, Operator shall promptly notify EchoStar in writing of any change, with respect to any DISH DBS Receiver, in the name, address, or telephone number of any Subscriber receiving Digital Programming through such DISH DBS Receiver.

6.4 Operator shall take all actions and refrain from taking any action, as requested by EchoStar in connection with the marketing, advertisement, promotion of, or taking of orders for Digital Programming, and Operator shall cooperate by supplying EchoStar with information relating to those actions as EchoStar reasonably requests.

7. Incentives

7.1 Operator Incentives. Subject to the terms and conditions of this Agreement, Operator will be eligible for a monthly incentive payment of thirty percent (30%) of the "Net Revenues" (as defined below) from the Eligible Digital Programming activated each month on a Subscriber Account, provided that EchoStar has been paid in full by Operator for all Digital Programming activated on such Subscriber Account ("Incentives"). "Net Revenues" with respect to Eligible Digital Programming activated on a Subscriber Account means the gross revenues actually received by EchoStar from Operator for Local Networks, premium channels and international programming any of the following packages currently known as the Basic Programming Packages of America's Top 60, America's Top 120, America's Top 180, America's Everything Package, Dish Latino, but which package name(s) may be changed or replaced at any time and that are activated on a Subscriber Account, less any applicable taxes, duties and similar charges, after applying any refunds, credits, charge backs and offsets. Operator will not be paid any Incentives for pay-per-view programming (PPV), additional outlet fees, DVR fees and any non-recurring charges and/or other fees not eligible for Incentives as described in Schedule 1. Incentives will only be paid on the Eligible Digital Programming specified on Schedule 1 as such Schedule may be changed by EchoStar from time to time in EchoStar's sole discretion. Additional Digital Programming, services and/or fees may be offered and/or charged at a later date that will be above and beyond the current Eligible Digital Programming and will not be eligible for Incentives. Operator will be eligible for Incentive payments only when Eligible Programming as set forth above has been activated for sixteen (16) or more consecutive days in a full calendar month.

7.2 Incentive Payment. Incentive payments will be made approximately forty-five (45) days following the last day of each calendar month for which Operator is eligible for an Incentive payment. This payment will be paid via Electronics Funds Transfer ("EFT") to the Operator.

7.3 Incentive Charge backs. In the event EchoStar issues a refund or credit to Operator for a particular Subscriber for any reason, Operator shall be charged back the Incentive paid to Operator for such Subscriber. Hard disconnects due to Operator delinquency, will result in a chargeback to Operator of any Incentive Payments made during the period of delinquency.

7.4 Payment by EFT. Subject to the terms of this Section, all Incentives paid to Operator hereunder shall be made by EFT. Until Operator provides EchoStar with the Operator account information in the manner prescribed by EchoStar ("EFT Instructions"), or in the event that Operator elects to receive payments by check, EchoStar shall pay Incentives to Operator by check and Operator will be assessed EchoStar's standard processing fee, which may be

changed by EchoStar at any time and for any reason in its sole discretion upon notice to Operator. For a period of approximately thirty (30) days after EchoStar receives initial EFT Instructions from Operator, EchoStar will make all payments of Incentives to Operator hereunder by check, and mail the same for the standard processing fee. With respect to Operator's EFT Instructions, and any purported changes or modifications thereof by Operator, EchoStar may act in reliance upon any writing or instrument or signature that it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing or instrument and may assume that any person purporting to give any such writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized by Operator to do so. Operator agrees that in no event shall EchoStar have any liability under this Agreement for any Incentives not received by Operator as a result of an error in any way attributable to: (i) any bank or financial institution; (ii) Operator; or (iii) any other person, entity or circumstance outside of EchoStar's direct control.

7.5 Access to Incentive Information. EchoStar shall make available to Operator, in an electronic format determined by EchoStar in its sole discretion, periodic statements reflecting the Incentives payable to Operator as well as any charge backs assessed against Operator. Operator acknowledges that EchoStar is not required to provide Operator with any additional information, including but not limited to communications between EchoStar and any Subscriber or any Subscriber Account information.

7.6 Non-Qualifying Incentives. Notwithstanding anything to the contrary set forth herein: (i) Operator shall not be entitled to Incentives with respect to any Subscriber Account for which: (i) payment in full for the Programming has not been timely received by EchoStar from Operator; (ii) a credit or refund has been issued by EchoStar to Operator for any reason (EchoStar shall have the discretion to issue a credit or refund in its sole judgment); (iii) the Subscriber account is otherwise terminated, disconnected or deactivated for any reason, without limitation; or (iv) Operator is in default or breach of any of its obligations under this Agreement EchoStar or an EchoStar Affiliate, and Operator.

7.7 Suspension of Incentives. In addition to any other rights and remedies available, EchoStar shall not be required to pay any Incentives to Operator that would otherwise be due to Operator during any period in which Operator is in breach or default of this Agreement or any other agreement between Operator and EchoStar or an EchoStar affiliate, and EchoStar shall have no liability to Operator as a result of such suspension of payment. Specifically, and without limitation of the foregoing, Operator shall have no right at any time to recoup any Incentives not paid during a period of breach or default. The foregoing provisions of this Section may be exercised without terminating this Agreement and are without prejudice to any other rights and remedies that EchoStar may have under this Agreement, at law, in equity or otherwise. The provisions of this Section shall survive expiration or termination of this Agreement.

7.8 Termination of Incentives. EchoStar shall have the right to terminate immediately all Incentive payments due to Operator under this Agreement, in addition to, and not in lieu of, any other rights and remedies available to EchoStar, upon the occurrence of any of the following events: (i) this Agreement expires at the end of the Term and is not renewed or is terminated; (ii) after written notice of default has been delivered to Operator and the applicable cure period has passed without remedy by Operator of the default in question; (iii) breach by Operator of the confidentiality provisions contained in Section 15 below, during the Term or after expiration or termination of this Agreement; or (iv) termination of the Trademark License Agreement for cause.

7.9 Offsets. In the event that the Incentives paid by EchoStar to Operator exceed the amount to which Operator was entitled, or if Operator and/or any of its Affiliates is indebted to EchoStar and/or its Affiliates for any other reason, Operator acknowledges and agrees that EchoStar and its Affiliates shall have the right, but not the obligation, to offset any amounts due to Operator or its Affiliates for any reason against any Incentives or other money otherwise due to Operator from EchoStar or any of its Affiliates. Further, should one or more contracts now or hereafter exist between EchoStar and/or an Affiliate of EchoStar on the one hand and Operator and/or an Affiliate of Operator on the other hand, or if EchoStar or any such Affiliate is holding funds or equipment to be paid or disbursed to Operator pursuant to business dealings between the parties not reflected in any contract (all such other contracts and business dealings with EchoStar and/or any Affiliate are herein collectively referred to as the "Other Agreements"), EchoStar or such Affiliate may, but shall have no obligation to, deduct from any amounts due or to become due to Operator under this Agreement any sums which Operator owes to EchoStar or such Affiliate, whether or not then due arising out of this Agreement or the Other Agreements. If, after the termination of this Agreement EchoStar has paid, or taken offsets against, all Incentives, then Operator shall pay to EchoStar, within five (5) days after the day on which Operator receives EchoStar's written notice thereof, all offset amounts which EchoStar has not already recovered. In no event shall Operator be permitted to offset any amounts Operator, or any of Operator's Affiliates, owes to EchoStar against amounts owed by EchoStar, or any of EchoStar's Affiliates, to Operator.

7.10 Sole Incentives. Operator acknowledges and agrees that the Incentives payable pursuant to this Agreement constitute the sole amounts payable by EchoStar to Operator in connection with this Agreement.

7.11 No Admission. No payment to Operator under this Agreement, whether in full or in part, shall be deemed to operate as EchoStar's acceptance, waiver or admission that Operator has complied with any provision of this Agreement.

7.12 Acknowledgement. Operator hereby acknowledges and agrees that the Incentives paid to Operator under this Agreement do not represent deferred compensation in any form whatsoever and are not being paid to Operator with respect to the procurement of Subscribers or the activation of Subscriber Accounts, but rather are being paid to Operator as an incentive to market, promote, and solicit orders for Digital Programming from future Subscribers and to provide continuing service to Subscribers after initial activation. Operator hereby acknowledges and agrees that the relationship, contractual or otherwise, between EchoStar (and/or any of its Affiliates) and any consumer that purchases Digital Programming services or other products and services from EchoStar and/or any of its Affiliates is, as between EchoStar and Operator, for the sole and exclusive benefit of EchoStar and that EchoStar may conduct such relationship in any manner that it sees fit, in its sole discretion for any reason, without incurring any liability to Operator.

8. Fees, Invoices and Payments.

8.1 Programming Service Rates and Other Charges. Operator agrees to pay monthly to EchoStar the rates per Subscriber set forth on Schedule 1 ("Programming Service Rates") for the programming ordered by each Subscriber. Operator also agrees to pay monthly to EchoStar any additional charges set forth on Schedule 1 including, without limitation, DISH Video-on-Demand fees and additional outlet programming access fees. EchoStar may change or

modify Programming Service Rates and other charges set forth on Schedule 1 at any time and from time to time in EchoStar's sole discretion upon notice to Operator and Schedule 1 shall be thereby amended by such notice.

8.2 Invoices. EchoStar will invoice Operator monthly in advance for recurring monthly Digital Programming and other applicable fees. Non-recurring Digital Programming will be billed in the period following the order of such pay-per-view and other non-recurring Digital Programming distributed to Subscribers at the Property. Charges for all recurring Digital Programming will commence on the activation date. The first invoice will be for two calendar months and each subsequent invoice will be for one month.

8.3 Payments. EchoStar shall invoice Operator for Digital Programming charges and Operator shall pay to EchoStar the full amount of each such invoice (irrespective of Operator's ability to collect any amounts from Subscribers), within twenty (20) days of invoice date. Any late payment shall (i) be subject to disconnect (ii) accrue interest at the rate of 1.5% per month until paid in full, and Operator agrees to pay all interest charges due and payable by Operator hereunder. Operator agrees that it is solely responsible for: (i) payment of the invoice according to the payment terms set forth in this Agreement; (ii) collection of all amounts from Subscriber Accounts; (iii) all billing of Subscriber Accounts; and (iv) handling all billing disputes with Subscriber Accounts. Any account that is hard disconnected will be subject to a restart fee determined by EchoStar for resumption of services. Operator will pay all Programming Service Rates and other charges due whether or not Operator collects such Programming Service Rates and other charges from Subscribers. EchoStar's failure to submit an invoice does not relieve Operator of its obligation to pay all amounts owed on a timely basis, unless otherwise agreed in writing. Operator may not offset any payments to EchoStar against payments otherwise due from EchoStar.

8.4 Credit; Ability to Pay. Operator authorizes and will cooperate with EchoStar to obtain a credit report regarding Operator at any time. Operator releases from all liability all persons, companies and credit reporting agencies supplying credit information. Unless EchoStar has approved Operator for credit terms, Operator may be required to deliver to EchoStar, prior to the initial delivery of Digital Programming to a Property, a security deposit in an agreed upon amount. Any such security deposit will be held, without accrual of interest, as security for the payment in full of all amounts due hereunder and will not be applied to current invoices. If any security deposit is applied to amounts due hereunder, then Operator will be required to reinstate such deposit in order to continue delivery of Digital Programming.

8.5 Taxes. Operator will pay all taxes or other governmental fees, including, but not limited to, payment of all federal, state, local, and user taxes, franchise fees and other charges, if any, which are now or may in the future be assessed. Tax certificates must be filed at EchoStar for any equipment and/or programming exemptions.

8.6 Finality of Billing. All charges and computations by EchoStar will be deemed final and uncontestable by Operator, unless disputed by Operator in writing within thirty (30) days from the date of invoice. EchoStar's acceptance of a payment will not be an accord that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by EchoStar for additional amounts due. Notwithstanding the foregoing, all charges by EchoStar for Pay-Per-View Programming shall be final and uncontestable.

8.7 Nonpayment and Non-Compliance Consequences. In addition to any other rights and remedies available at law or in equity, EchoStar will have the following cumulative rights: If Operator fails to pay or report to EchoStar any amounts owed under this Agreement when due or otherwise fails to comply with any provision of this Agreement with regard to a particular Property, EchoStar may: (i) immediately deauthorize all or any portion of Operator's Digital Programming for that Property; (ii) give notice of material breach of this Agreement; or (iii) both. If some or all of the Digital Programming is deauthorized for this reason, and is later reauthorized by mutual Agreement of EchoStar and Operator, Operator will pay a reauthorization fee in an amount to be determined by EchoStar. If EchoStar refers the collection of any past due amounts to an agency or attorney, Operator will pay all collection expenses, including attorneys' fees, upon EchoStar's request.

9. Records; Audits; Inspections

9.1 Operator will maintain accurate records of all matters relating to the sale or carriage of Digital Programming, including billing records, proof of its authorization to occupy sites, proof of authorization to operate its Systems and proof of ownership of the equipment operated at its System locations, and will retain them for two (2) years following expiration of this Agreement. Upon no less than seventy-two (72) hours written notice, EchoStar may audit these records in Operator's offices and at each of Operator's System locations during the Term and for two (2) years following its end, but not more than twice per calendar year (or at EchoStar's discretion if a variance has been found), to confirm compliance with this Agreement, including but not limited to accurate billing and payment. Audits will be performed during normal business hours and without unreasonable interference with normal business practices or unreasonable disturbance to tenants, residents and occupants of the Property. In addition to the foregoing, EchoStar may request an independent audit of Operator's books and records if it has cause to believe that any of Operator's Subscriber numbers are inaccurate, and Operator will cooperate with the audit, including without limitation providing access and supporting documentation requested by EchoStar.

9.2 If EchoStar's audit or an independent audit reveals a variance of five percent (5%) or more from the payments Operator should have made to EchoStar, Operator will pay the audit costs. If an audit reveals a variance of less than five percent (5%), EchoStar will bear the audit costs. If an audit reveals under billing or underpayment, Operator will pay EchoStar the appropriate amount within ten (10) days of the results of the audit. If an audit reveals over billing or overpayment, EchoStar will credit the appropriate amount to Operator's account.

9.3 Within forty-eight (48) hours of a request from EchoStar, Operator will escort an EchoStar representative to inspect any System for any purpose in any way related to this Agreement.

10. Compliance With Legal Requirements.

Operator covenants and agrees that it will comply with any and all local, state or federal laws, rules, regulations, licensing requirements, or valid orders of an administrative agency or court of competent jurisdiction in connection with the performance of its obligations under this Agreement or otherwise ("Legal Requirements"). Operator further covenants and agrees that it will obtain and maintain all permits, licenses, permissions, and rights that may be required under any applicable legal requirements or otherwise for the performance of its obligations pursuant to this Agreement.

11. Representations and Warranties.

Operator represents and warrants that its execution of this Agreement and the performance of its obligations under this Agreement has been properly authorized by all necessary corporate, partnership or other action, and does not and will not violate any legal requirements applicable to it or result in a breach of or default under any other agreement binding upon it. Operator represents and warrants that it is current as of the Effective Date in all payments and financial or other obligations due and owed to any Programmer whose programming it will carry under this Agreement. Operator further represents that: (i) it is a valid and existing entity in compliance with all laws and regulations related to maintenance of its corporate or other business status; (ii) it is not currently insolvent; (iii) it is not knowingly violating any federal, state or local law or regulation; (iv) has the legal right to provide service to each Property where Operator is receiving Digital Programming and distributed through a System; and (v) does not operate under the authority of a franchising municipality at any Property where the Operator is receiving Digital Programming.

12. Notices.

12.1 Notice to EchoStar. All notices to be given to EchoStar pursuant to this Agreement shall be in writing, signed by the Operator, and sent by: (i) first-class certified mail, postage prepaid, to the following address; or (ii) overnight courier services, charges prepaid, to the following address, or to such other address as EchoStar may designate to Operator at any time and from time to time in accordance with this Section 12.

EchoStar Satellite L.L.C.
Attn: Vice President Commercial Services
9601 S. Meridian Blvd.
Englewood, Colorado 80112
Facsimile (303) 723-3888

The receipt of such notice shall constitute the giving thereof.

12.2 Notice to Operator. All notices to be given to Operator pursuant to this Agreement shall be in writing and sent by: (i) first-class certified mail, postage prepaid, to the following address; or (ii) overnight courier services, charges prepaid, to the address listed on the first page of this Agreement; (iii) facsimile transmission, to the Operator as listed on the first page of this Agreement, or to such other address or other fax number as Operator may designate in writing delivered to EchoStar in accordance with Section 12.1; or (iv) any method of mass communication reasonably directed to EchoStar's private cable operator base, including, without limitation, facts blast, e-mail posting on EchoStar's commercial website. The receipt of such notice (in the case of certified mail or overnight courier), sending of such notice with the confirmation of successful receipt of the entire transmission (in the case of facsimile transmission), sending of such notice (in the case of e-mail) or posting (in the case of EchoStar's commercial website or to a specific FTP website) shall constitute the giving thereof. It shall be Operator's sole responsibility to keep itself informed of all notices, changes and other information set forth in any e-mail or posting of EchoStar's commercial website or to a specific FTP website.

13. Breach, Termination, and Bankruptcy.

13.1 This Agreement may be terminated by a party (the "Affected Party"), upon the occurrence of any of the following with respect to the other party (the "Other Party"): (i) the Other Party commits a payment default which is not cured within ten (10) days of receipt of written notice from the Affected Party; or (ii) the Other Party defaults on any obligation or breaches any representation, warranty or covenant in this Agreement and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the Affected Party. This Agreement shall terminate automatically should any of the following occur, unless EchoStar notifies Operator to the contrary in writing: (i) Operator becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against Operator; (ii) Operator, for more than twenty (20) consecutive days, fails to maintain operations as a going business; (iii) Operator, or any officer, director, substantial shareholder or principal of the Operator is convicted in a court of competent jurisdiction of any offenses substantially related to the business conducted by the Operator in connection with this Agreement; (iv) Operator fails to comply with any applicable federal, state or local law or regulation, or engages in any practice, substantially related to the business conducted by the Operator in connection with this Agreement, which is determined to be an illegal or unfair trade practice in violation of any applicable federal, state or local law or regulation; (v) Operator falsifies any records or reports required hereunder; (vi) Operator fails to renew, or loses, due to suspension, cancellation or revocation, for a period of fifteen (15) days or more, any right of entry, license, permit or similar document or authority required by law or governmental authority having jurisdiction, that is necessary in carrying out the provisions of this Agreement and to maintain its corporate or other business status, as in effect as of the Effective Date; (vii) any fraud, misrepresentation, or illegal action of any sort by Operator in connection with this Agreement or Other Agreements. Further, EchoStar shall have the right to terminate this Agreement upon notice to Operator in the event that Operator defaults on any obligation or breaches any representation, warranty or covenant in any other agreement between EchoStar and/or any of its Affiliates, on the one hand, and Operator on the other hand which is not cured in the applicable cure period. The non-defaulting party may pursue any and all rights available at law or in equity against the defaulting party, whether arising in contract or otherwise.

13.2 Obligations Upon Termination. EchoStar and Operator agree that if this Agreement terminates for any reason: (i) Operator shall immediately discontinue the sale, marketing, promotion, and solicitation of Digital Programming, and immediately cease to represent and/or imply to any person or entity that Operator is an authorized provider of Digital Programming; (ii) Operator shall immediately discontinue all use of the trademarks associated or included in any way whatsoever with the Programming, including, without limitation, DISH; (iii) Operator shall deliver to EchoStar, or destroy, at EchoStar's option, all tangible things of every kind (excluding DISH DBS Systems) in Operator's possession or control that bear any of the trademarks; (iv) Operator shall upon request by EchoStar, certify in writing to EchoStar that such delivery or destruction has taken place; and (v) Operator shall pay all sums due EchoStar under this Agreement within thirty (30) days of the date of termination.

14. Indemnification.

Operator shall indemnify, defend and hold EchoStar and its Affiliates, and its and their respective officers, directors, employees, agents and shareholders, and its and their respective assigns, heirs, successors and legal representatives harmless from and against, any and all costs, losses, liabilities, damages, lawsuits, judgments, claims, actions, penalties, fines and expenses (including, without limitation, interest, penalties, reasonable attorneys' fees and all monies paid in the investigation, defense or settlement of any or all of the foregoing) ("Claims"), that arise out of, or are incurred in connection with: (i) any claim by a Subscriber, Programmer, property owner, property manager or other third party in any way related to services provided by Operator including without limitation claims related to the installation or quality of installation of equipment or cabling, or the type, quality or selection of, or changes to, the Digital Programming delivered by Operator to Subscribers; (ii) any act, error or omission of Operator in connection with the provision of Digital Programming to Subscribers; (iii) Operator's failure to comply with Legal Requirements; (iv) Operator's performance or failure of performance under this Agreement and any direct or indirect results thereof; (v) Operator's lawful or unlawful acts or omissions (or those of any of Operator's employees or agents, whether or not such acts are within the scope of employment of such employees or agents) relating to the sale, marketing, advertisement, promotion or distribution of EchoStar Programming and DISH DBS IRDs and equipment; (vi) the breach of any of Operator's representations or warranties herein; (vii) any claim of pirating, infringement or imitation of the logos, trademarks or service marks of programming providers. The provisions of this Section shall survive termination or expiration of this Agreement indefinitely.

15. Confidentiality; Press Releases.

Operator will not disclose (whether orally or in writing, by press release or otherwise) to any third party any information with respect to the provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (i) to its officers, directors, employees, auditors and attorneys who have a need to know such information (collectively), in their capacity as such, but such necessary personnel must agree to abide by the provisions of this Section and Operator will be responsible for any breach of the provisions of this Section by such necessary personnel; (ii) to the extent necessary to comply with Legal Requirements; (iii) to comply with its obligations under this Agreement; or (iv) as agreed by EchoStar in writing. Operator acknowledges and agrees that the names, addresses and related information of Subscribers are as between Operator and EchoStar, with respect to the delivery of Digital Programming and DISH DBS Receivers, confidential, and shall be treated with the highest degree of confidentiality by Operator. Operator shall not directly or indirectly use any Subscriber information for the purpose of individually soliciting, or to permit any others to individually solicit, Subscribers to subscribe to any other television programming services or to promote the sale or use of any hardware used in conjunction with such services. Operator shall under no circumstance directly or indirectly reveal any Subscriber information relating to the delivery of the Digital Programming and DISH DBS Receivers to any third party for any reason without the express prior written consent of EchoStar, which EchoStar may withhold in its sole and absolute discretion. This Section will survive, indefinitely, the expiration, termination or assignment of this Agreement.

16. Relationship of the Parties.

This Agreement is a commercial contract between Operator and EchoStar and the relationship of the parties hereto is that of independent contractor. Nothing in this Agreement will be deemed to make the Parties partners or joint venturers or in any way imply any duties by one Party to the other except as expressly provided in this Agreement and neither Party will by virtue of anything in this Agreement be liable for the obligations of the other Party whether hereunder or to any third party. This Agreement binds the Parties and their permitted successors and assigns. No Subscriber or other person will be entitled to rely on this Agreement.

17. Trademarks.

Operator shall sign the Trademark License Agreement, in the form attached as Attachment A hereto, which agreement is hereby incorporated by reference in its entirety.

18. Choice of Law; Venue; Consent to Jurisdiction/Arbitration.

The relationship between the parties and their present and future Affiliates, including without limitation all disputes, controversies or claims, whether arising in contract or under statute, shall be governed by and construed in accordance with the laws of the State of Colorado, applicable to contracts to be made and performed entirely within the State of Colorado by residents of the State of Colorado, without giving any effect to its conflict of law provisions. The parties hereby agree that venue and jurisdiction in Colorado is appropriate for all claims and controversies arising out of, or in any way related to, this Agreement. Any and all disputes, controversies or claims between Operator and EchoStar arising out of or in connection with this Agreement, that are not settled through negotiation, shall be resolved solely and exclusively by binding arbitration in accordance with both the substantive and procedural laws of Title 9 of the U.S. Code ("Federal Arbitration Act") and the Commercial Arbitration Rules of the American Arbitration Association. In the event of any conflict between the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, the Federal Arbitration Act will control. Arbitration proceedings shall be initiated by written notice from the initiating party to the other party stating the initiating party's intent to initiate arbitration ("Notice of Arbitration"). The Arbitration shall be conducted in the City and County of Denver, Colorado by a panel of three arbitrators who shall be selected as follows: (i) one arbitrator shall be selected by the claimant(s) within thirty (30) days of sending the Notice of Arbitration; (ii) one arbitrator shall be selected by the respondent(s) within thirty (30) days of the claimant(s) notifying respondent of the identity of claimant's arbitrator; and (iii) the third arbitrator shall be selected by the arbitrators chosen by the claimant(s) and the respondent(s) within thirty (30) days of their appointment. The decision of the arbitrators shall be final and binding on the parties and any award of the arbitrators may be entered and enforced as a final judgment in any state or Federal court of competent jurisdiction in the United States. The parties agree that, in no event, shall the arbitrators' decision include a recovery under any theory of liability, or award in any amount, not expressly allowed under this Agreement. The cost of any arbitration hereunder, including without limitation the cost of the record or transcripts thereof, if any, administrative fees, and all other fees involved, shall be paid by the party(ies) determined by the arbitrators to not be the prevailing party(ies), or otherwise allocated in an equitable manner as determined by the arbitrators. Nothing contained herein shall limit or restrict the rights of either party and/or its Affiliates to file a Notice of Arbitration and/or bring a request for injunctive relief against the other party.

19. Entire Agreement.

This Agreement, together with all exhibits and Schedules hereto, constitutes the entire Agreement between the Parties, and supersedes all previous understandings, commitments or representations concerning the subject matter of this Agreement. All such previous understandings, commitments or



representations concerning the subject matter of this Agreement are set forth herein. Each Party acknowledges that the other has not made any representations other than those contained in this Agreement. Except as provided in this Agreement, this Agreement may not be amended or modified, and none of its provisions may be waived, except by a writing signed by an authorized officer of the Party against whom the amendment, modification or waiver is sought to be enforced. If any portion of this Agreement is held to be unenforceable, then the remainder of the Agreement will survive and will be construed as well as possible to reflect the intent of the parties.

20. Force Majeure.

EchoStar shall be excused from performance, and shall not have any liability to Operator or any other person or entity, with respect to any failure of EchoStar to perform its obligations under the provisions of this Agreement if such failure is due to a Force Majeure event including without limitation any labor dispute, fire, flood, earthquake, riot, legal enactment, governmental regulation, Act of God, equipment failure, cable cut, any problem associated with the construction, use or operation of satellite(s), transponder(s) or related systems such as uplink facilities or equipment, interference from other communications systems, solar flares or other such anomalies, degradation or interruption of protection systems, the failure of a Programmer to make its programming available, any problem associated with any scrambling/descrambling equipment or any other equipment owned or maintained by EchoStar or others, action or order of any judicial, legislative, governmental or quasi-governmental authority, or any cause beyond EchoStar's reasonable control.

21. Disclaimer of Warranties.

OPERATOR UNDERSTANDS AND AGREES THAT, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ECHOSTAR WILL HAVE NO RESPONSIBILITY WHATSOEVER FOR ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN OR ANY EQUIPMENT PROVIDED BY ECHOSTAR, EXCEPT AS OTHERWISE PROVIDED IN THE USER'S MANUAL. ECHOSTAR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH ANY SYSTEM, INCLUDING THE EQUIPMENT COMPONENTS CONTAINED THEREIN AND ANY EQUIPMENT PROVIDED BY ECHOSTAR, AND THE INSTALLATION AND FUNCTIONING OF SUCH SYSTEM, INCLUDING, WITHOUT LIMITATION: (1) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE; (2) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE, OR NON-INFRINGEMENT; AND (3) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

22. Insurance.

Operator shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement Commercial General Liability coverage including, without limitation, coverage for Premises/Operations, Product/Completed Operations, Blanket Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury with limits and a deductible that are reasonable and adequate for businesses involved in the sale, installation, service and repair of consumer electronics, which at a minimum shall be no less than One Million Dollars (\$1,000,000) per occurrence. All such policies and coverages shall be primary and non-contributory, issued by insurers, licensed to do business in any state in which Operator conducts business operations in connection with this Agreement, and endorsed to provide EchoStar at least thirty (30) days prior notification of cancellation or material change in coverage.

23. Non-Exclusivity.

Operator acknowledges that: (i) nothing in this Agreement is intended to, nor shall it be construed as conferring, any exclusive territory or any other exclusive rights to Operator; (ii) EchoStar and its Affiliates make absolutely no promises, representations or warranties as to the amount of business or revenue that Operator may expect to derive from participation in this Agreement; (iii) Operator may not realize any business or revenue as result of its participation in this Agreement; (iv) nothing contained herein shall be construed as a guarantee of any minimum amount, revenue or other economic benefit in any form whatsoever; (v) EchoStar currently offers, and at any time in the future may offer in its sole discretion for any reason, others the opportunity to enter into the same or similar Agreement in the same geographic area in which Operator is located and elsewhere; (vi) EchoStar and all Affiliates of EchoStar shall have the right to distribute products and solicit orders for Digital Programming throughout the Territory, and in competition with Operator, without any obligation or liability to Operator whatsoever, and without providing Operator with any notice thereof; (vii) EchoStar and its Affiliates shall be entitled, among other things, to: (a) solicit orders for Digital Programming; (b) sell, lease and otherwise transfer possession of DISH DBS Systems and Promotional Certificates; (c) perform installation and maintenance services (directly and through subcontractors) for DISH DBS Systems and related accessories; and (d) provide Digital Programming or other programming directly to residents of the Property upon request from such a resident, in each case throughout the Territory and in competition with Operator, without any obligation or liability to Operator whatsoever, and without providing Operator with any notice thereof.

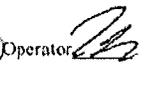
24. Limitation on Damages.

IN NO EVENT WILL ECHOSTAR BE LIABLE TO OPERATOR, OR ANY PERSON CLAIMING THROUGH OPERATOR, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ANY PAYMENT FOR LOST BUSINESS, FUTURE PROFITS, LOSS OF GOODWILL, REIMBURSEMENT FOR EXPENDITURES OR INVESTMENTS MADE OR COMMITMENTS ENTERED INTO, CREATION OF CLIENTELE, ADVERTISING COSTS, TERMINATION OF EMPLOYEES OR EMPLOYEES SALARIES, OVERHEAD, EQUIPMENT OR FACILITIES INCURRED OR ACQUIRED BASED UPON THE BUSINESS DERIVED OR ANTICIPATED UNDER THIS AGREEMENT. IN NO EVENT SHALL ECHOSTAR HAVE ANY LIABILITY TO OPERATOR FOR ANY OUTAGE OR DISRUPTION IN DIGITAL PROGRAMMING IN EXCESS OF THE APPLICABLE AMOUNT THAT WOULD HAVE BEEN CHARGED TO OPERATOR FOR SUCH PROGRAMMING DURING SUCH TIME OF OUTAGE OR DISRUPTION. IN ADDITION, ECHOSTAR SHALL HAVE NO LIABILITY TO OPERATOR FOR ANY ACT OR OMISSION OF ANY PROGRAMMER OR THIRD PARTY PROVIDER OF SERVICES IN CONNECTION WITH ECHOSTAR'S DELIVERY OF PROGRAMMING.

25. General.

Digital Programming Services Agreement
EchoStar Proprietary and Confidential
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Version 1.0_03_30_2006

Initial: EchoStar  Operator 

25.1 Impaired Parties. Except as expressly provided in this Agreement, no failure or delay by either Party to exercise any right, power or privilege under this Agreement will operate as a waiver; nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All rights and remedies granted in this Agreement will be in addition to other rights and remedies to which the Parties may be entitled at law or in equity.

25.2 Successor Interests; Assignment. This Agreement is binding upon the heirs, legal representatives, successors and permitted assigns of EchoStar and Operator. Operator shall not assign this Agreement without the prior written consent of EchoStar, which consent shall not be unreasonably withheld. By way of example and not limitation, EchoStar may reasonably withhold consent for reasons such as creditworthiness of the proposed assignee, or if the assignee is a competitor of EchoStar. Because this Agreement is made by EchoStar in reliance on the financial, business and personal reputation of Operator and its ownership and management, any change in control of Operator shall be deemed an assignment requiring EchoStar's consent hereunder. If EchoStar denies consent for any reason, Operator may have the option to either terminate this Agreement and pay EchoStar twenty percent (20%) of the average of the last three (3) months invoices for EchoStar Programming multiplied by the number of months remaining in the Initial or any Renewal Term ("Buyout") or continue this Agreement through the end of the Term. If Operator assigns this Agreement in contravention of this Section, EchoStar may, at its option, continue this Agreement in full force and effect, or immediately terminate the Agreement, in which event Operator shall pay the Buyout referenced above upon demand.

25.3 Successor Interests; Sale of System. If Operator proposes to sell a System receiving any EchoStar Programming (a "Proposed Sale"), Operator will give EchoStar at least sixty (60) days prior written notice thereof. Any Proposed Sale shall constitute an assignment pursuant to Section 25.2. Such notice of Proposed Sale will contain the name, address, telephone number, and other contact information relating to the prospective buyer. Upon EchoStar's request, Operator will identify in writing the material economic and non-economic terms of any such Proposed Sale (the "Offer"), and EchoStar shall have thirty (30) days from its receipt of the Offer to: (i) acquire the System on the same terms and conditions as the Offer; (ii) consent to the Proposed Sale; or (iii) provide notice of EchoStar's non-consent and terminate this Agreement as pertains to the individual System or Systems subject to the Proposed Sale, in which event Operator shall pay the Buyout upon demand by EchoStar. Any sale in contravention of this Section shall be deemed void and be of no effect.

25.4 Loss of Property Agreement. If during the term of this Agreement, Operator fails to maintain a valid Property Agreement or the Property is either sold or assigned to owners who do not wish to deliver EchoStar Programming at the Property, Operator shall pay EchoStar the Buyout referenced in Section 25.2 upon demand.

25.5 Survival. The following provisions shall expressly survive the expiration or termination of this Agreement 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23 and 24. All other provisions of this Agreement that by their nature contemplate obligations that would reasonably be expected to continue beyond the end of the Term to give effect to the intent of the Parties will survive the expiration or termination of this Agreement.

25.6 Construction. Each of the parties acknowledges that this Agreement has been fully negotiated by the Parties with assistance of counsel and, therefore, no provision of this Agreement will be construed or interpreted against any Party because such Party or its legal representatives drafted such provision.

25.7 Headings. This Agreement's section headings are for convenience only, are not to be deemed part of its substantive provisions, and are not to be considered in its construction or interpretation.

25.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original. All such counterparts together will constitute one instrument.

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (the "Agreement") is effective as of the 15 day of June, 07, by and between EchoStar Satellite L.L.C. having a principal place of business at 9601 S. Meridian Boulevard, Englewood, Colorado 80112 ("EchoStar"), and [redacted], having a principal place of business at [redacted] ("Licensee").

- A. EchoStar conducts business in worldwide locations as, among other things, a provider of direct broadcast satellite-delivered, multi-channel, digital audio and video services ("Programming") to residential subscribers, Systems and Properties; and
B. Licensee conducts business as, among other things, an operator of a video distribution system and providing television products and services to residential subscribers and/or Property owners; and
C. Licensee desires to be permitted to use the EchoStar trademarks, service marks and trade names set forth in Attachment A hereto, as amended from time to time in EchoStar's sole discretion (the "Trademarks", whether in typewritten, stylized or any other form) as EchoStar, in its sole discretion, may authorize, from time to time, under a non-exclusive license, to promote and solicit orders for DISH Network Programming pursuant to the terms and conditions of the Digital Programming Services Agreement to which this Agreement is attached.

NOW, THEREFORE, the parties hereby agree as follows:

1. EchoStar hereby grants to Licensee a non-exclusive, non-transferable, revocable license (the "License") to use the Trademarks and such other trademarks as EchoStar may from time to time expressly in writing permit Licensee to use during the term of this Agreement, and no other term or license whatsoever, in its local advertising and promotional materials and at its business locations. Licensee shall have no right to use the logos, service marks or trademarks (whether typewritten, stylized or in any other form) of any programming providers, other than the logos, service marks and trademarks of programming providers that are contained in the advertising and promotional material provided to Licensee by EchoStar. No such materials shall indicate that any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor exists between Licensee and EchoStar, unless EchoStar and Licensee enter into a separate written agreement permitting Licensee to do so. Notwithstanding the above, Licensee shall provide to EchoStar, at least thirty (30) days prior to first use, an example of any advertising or promotional materials in which Licensee intends to use any Trademarks, and any such other trademarks, which use has not, within the past twelve months, been approved by EchoStar in exactly the manner intended for use. EchoStar may reject and prohibit Licensee from using such materials for any reason or no reason at all. If Licensee is required to, but fails to provide EchoStar with proposed advertising or promotional materials at least thirty (30) days prior to first use, EchoStar shall have just cause to immediately terminate the License by providing written notice to Licensee to that effect. This Agreement is not intended, nor shall it be construed, as creating any agreement of agency, partnership, joint venture, franchise or of exclusive or non-exclusive distributor, or as creating any obligation on the part of EchoStar to enter into any such agreement with Licensee. Further, this Agreement is not intended, nor shall it be construed, as providing any rights to Licensee to purchase or sell products or programming manufactured and/or distributed by EchoStar. Licensee expressly recognizes and agrees that any goodwill now existing or hereafter created through any sales by Licensee of products or programming manufactured and/or distributed by EchoStar, shall inure to EchoStar's sole benefit. This License shall be effective until terminated by either party in accordance with the terms of this Agreement, or until termination of the Digital Programming Services Agreement between EchoStar and Licensee.

2. The License granted by EchoStar is granted to Licensee only. Licensee has no authority to transfer or grant any sublicense to any other entity or individual for any reason, and if Licensee does so, such action shall terminate the License granted herein, at EchoStar's option, at any time thereafter. Licensee shall immediately cease using Trademarks upon termination or expiration of this Agreement for any reason. Upon expiration or termination of this Agreement, at EchoStar's option Licensee shall immediately destroy or deliver to EchoStar any and all advertising and promotional materials in Licensee's possession with Trademarks on them. If EchoStar requests destruction of advertising and promotional materials, Licensee shall promptly execute an affidavit representing at a minimum that such materials were destroyed, and the date and means of destruction.

3. Licensee expressly recognizes and acknowledges that the License, as well as any past use of the Trademarks in any manner whatsoever by Licensee (including but not limited to use on signs, business cards, or in advertisements), shall not confer upon Licensee any proprietary rights or interest to any Trademarks including, but not limited to any existing or future goodwill in the Trademarks. All goodwill in the Trademarks shall inure to EchoStar's sole benefit. Further, Licensee waives any and all past, present, or future claims it has or might have to the Trademarks, and acknowledges that as between EchoStar and Licensee, EchoStar has the exclusive rights to own and use the Trademarks, and that EchoStar retains full ownership of the Trademarks notwithstanding the License granted herein. While Licensee has no right or authority to do so, in the event that Licensee has previously, or in the future reserves, files, or registers any of the Trademarks of EchoStar, Licensee agrees to notify EchoStar immediately, and immediately upon request of EchoStar, to assign any and all interest to EchoStar that is obtained through the reservation, filing, or registration of the Trademarks in the U.S. or any foreign jurisdiction, and hereby acknowledges that any such reservation, filing, or registration of the Trademarks, whenever occurring, shall be on behalf of and for the sole benefit of EchoStar, and Licensee waives all claims or rights to any compensation whatsoever therefore. Licensee's obligations in this paragraph shall survive the expiration or termination of this Agreement indefinitely.

4. Nothing in this Agreement shall be construed to bar EchoStar from protecting its right to the exclusive use of its Trademarks against infringement thereof by any party or parties, including Licensee, either during the term of this Agreement or following any expiration or termination of Licensee's right to use the Trademarks pursuant to this Agreement. Licensee will promptly and fully advise EchoStar of any use of any mark that may appear to infringe the Trademarks. Licensee will also fully cooperate with EchoStar in defense and protection of the Trademarks, at EchoStar's expense. Similarly, nothing in this Agreement shall be construed to require that EchoStar take any action to protect the Trademarks in any instance, and EchoStar shall not be liable to Licensee in any manner whatsoever for failure to take any such action.

5. (a) This Agreement shall continue for a period of time equal to the term of the Digital Programming Services Agreement to which this Agreement is attached, unless terminated earlier for a reason provided therein. Any provision of this Agreement which logically would be expected to survive termination or expiration, shall survive for a reasonable time period under the circumstances, whether or not specifically provided in this Agreement.

(b) This Agreement may be terminated by a party (the "Affected Party") in the event that the other party (the "Other Party") defaults on any obligation or breaches any representation, warranty or covenant in this Agreement (regardless of whether breach or default of such obligation, representation, warranty or covenant is designated as giving rise to a termination right), and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the Affected Party. The parties agree that all obligations, representations, warranties and covenants contained in this Agreement, whether or not specifically designated as such, are material to the agreement of the parties to enter into and continue this Agreement.

Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 3_30_06

Initial: EchoStar Operator [signature]

(c) This Agreement shall terminate automatically upon expiration or termination of the Digital Programming Services Agreement to which this Agreement is attached for any reason, unless EchoStar notifies Licensee to the contrary in writing.

6. The relationship between the parties including any and all disputes, claims or actions, whether arising in contract, tort or under statute, that may arise

The relationship between the parties including any and all disputes, claims or demands, whether arising in contract, tort or other manner, shall be governed, interpreted and enforced in accordance with the laws of the State of Colorado without giving effect to its conflict of law provisions. Licensee and EchoStar acknowledge and agree that they and their counsel have reviewed, or have been given a reasonable opportunity to review, this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of Attachments hereto.

Any and all disputes arising out of, or in connection with, the interpretation, performance or nonperformance of this Agreement or any and all disputes arising out of, or in connection with, transactions in any way related to this Agreement and/or the relationship between the parties (including, but not limited to, the termination of this Agreement or the relationship and Licensee's rights thereunder or disputes under rights granted pursuant to statutes or common law, including those in the state in which Licensee is located) shall be litigated solely and exclusively before the United States District Court for the District of Colorado. The parties consent to the *in personam* jurisdiction of said court for the purposes of any such litigation and waive, fully and completely, any right to dismiss and/or transfer any action pursuant to 28 U.S.C.S. 1404 or 1406 (or any successor statute). In the event the United States District Court for the District of Colorado does not have subject matter jurisdiction of said matter, then such matter shall be litigated solely and exclusively before the appropriate state court of competent jurisdiction located in Arapahoe County, State of Colorado.

7. Capitalized terms used herein shall have the meaning set forth in the Digital Programming Services Agreement.

8. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

ECHOSTAR SATELLITE L.L.C.
By: EchoStar DBS Corporation, its sole member
By: [Signature]
Title: [Signature]

OPERATOR [Redacted]
By: [Redacted]
Title: [Redacted]

Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 3_30_06

Initial: EchoStar [Signature] Operator [Signature]

ECHOSTAR ®

dish™
NETWORK

dish™

dish™
NETWORK

Digital Programming Services Agreement
EchoStar Proprietary and Confidential

Effective 3_30_06

Initial: EchoStar  Operator _____

SCHEDULE 1 – PROGRAMMING RATE CARD
(DIGITAL PROGRAMMING SERVICES AGREEMENT)
April 1, 2007

(Prices, Packaging and Content is subject to change as provided in the Digital Programming Services Agreement)

ELIGIBLE DIGITAL PROGRAMMING PACKAGES:

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

A. ENTERTAINMENT PACKAGES*:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

B. MOVIES:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

C. INTERNATIONAL PROGRAMMING PACKAGES:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

D. LOCAL NETWORKS:**

(visit <http://www.dishnetwork.com/content/programming/locals/index.shtml> for specific channels and pricing and detailed descriptions of each entertainment package)

E. SPORTS*:

(visit http://www.dishnetwork.com/content/programming/sports_overview/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

F. HIGH-DEFINITION PROGRAMMING*:**

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

G. ADULT RECURRING MONTHLY PROGRAMMING:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for specific channels and pricing and detailed descriptions of each entertainment package)

ANY AND ALL PROGRAMMING KNOWN AS PAY PER VIEW ("PPV") IS INELGIBLE FOR INCENTIVES

Applicable Fees Not Eligible for Incentives:

In addition to the amounts due for Eligible Digital Programming, Operator agrees to pay the fees referenced below as applicable. Such fees are not eligible for Incentive payments. EchoStar reserves the right to increase or modify these fees, or add additional fees in the future that may not be subject to Incentives, in EchoStar's sole discretion:

- A [redacted] per month Additional Outlet Programming Fee will be charged to Operator for each receiver (other than the primary receiver) activated on a Subscriber Account. *This fee will be reimbursed with your monthly incentive payment*
- A [redacted] per month HD Additional Outlet Programming Fee will be charged to Operator for each MPEG 4 HD receiver (other than the primary receiver) activated on a Subscriber Account
- A [redacted] per month HD Enabling Fee will be applied to accounts that have an HD receiver and wish to receive local HD programming without subscribing to an HD package
- A [redacted] Service Access Fee will be charged for customers who do not subscribe to America's Top 60, America's Top 120 or America's Top 180, DISH Latino, DISH Latino Dos, or DISH Latino Max but wish to have additional programming.
- A [redacted] per month DISH Video-on-Demand Fee will be charged to Operator for each DISH Player-DVR model 510 or model 522 receiver activated on a Subscriber Account. *This fee will be reimbursed with your monthly incentive payment*
- A [redacted] per month Dual Tuner Phone Line Connection Fee will be charged to accounts with a dual tuner receiver that is not plugged into a phone line.
- Smart Card Replacement Fee [redacted]
- Change of Service Fee [redacted] (per transaction)
- Restart Fee [redacted] (per subscriber)
- Late Fee [redacted] (per subscriber, per occurrence)
- Pay-Per-View Automated Fee [redacted]

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

** Visit <http://customersupport.dishnetwork.com/customernetqual/prop/Address.do> to qualify the Property location.

***HD Pak and Voom Original are the only HD packages available with QAM technology.

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Effective 4_01_07

Initial: EchoStar Operator 

**SCHEDULE 2
EQUIPMENT ORDER FORM**

Date: 09/16/11 2607

For equipment orders, please provide the following information and e-mail to CommercialAdmin@echostar.com or fax to (720) 514-8420. This Equipment Order Form is subject to the terms and conditions of the applicable Programming Services Agreement between EchoStar and the Operator specified below.

Customer / Billing Information

Operator #: [REDACTED] PO# (if applicable): _____

Operator Name: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Contact Name: [REDACTED]

Phone Number: [REDACTED] Fax Number: [REDACTED] E-mail Address: [REDACTED]

Check if this is the ship-to location

Head-End Information (location of equipment)

Property Name: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Contact Name: [REDACTED] Number of Units at the Property: [REDACTED]

Phone Number: [REDACTED] Fax Number: [REDACTED] E-mail Address: _____

Check if this is the ship-to location

Shipping Information (if different from Head-End information above)

Note: If ship-to location is new and needs to be added, expect up to a 48hr delay in departure.

Operator Name: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Contact Name: [REDACTED] Phone Number: _____

Shipping Method (if applicable)

Ground (3-5 days) - \$9/Receiver 2nd Day Air - \$25/Receiver Next Day Air - \$35/Receiver

Receiver and Accessory Equipment Information and Pricing*

Qty.	Item Description	Oracle Part #	Cost Each	Total	Notes
			\$	\$	
			\$		
			\$		
			\$		
			\$		
			\$	\$	
			\$	\$	
* Shipping to Be Determined			Total Cost:	\$	

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Effective 4_01_07

Initial: EchoStar [Signature] Operator [Signature]

QAM Headend Equipment Information and Pricing*

Qty.	Item	Oracle Part #	Cost Each	Total	Notes

ITEM/PART NUMBER	PRODUCT DESCRIPTION - MODEL NUMBER	PRICE
148004	2800 REMAN RCVR IR (w/o remotes & manuals) [64 to a Pallet]	
108285	3900 REMAN RCVR IR (non-prepay, can NOT use in HE)	
143091	211 VIP RCVR IR - HD (MPEG 2 & 4)	
147388	211 VIP REMAN RCVR IR - HD (MPEG 2 & 4)	
118494	301 REMAN RCVR IR	
120113	311 RCVR IR [80 to a Pallet]	
131337	311 REMAN RCVR IR	
138138	322 RCVR IR/UHF W/DPP SEPARATOR	
130699	322 REMAN RCVR IR/UHF	
146724	381 REMAN UHF RCVR QAM Compatible [80 to a Pallet]	
131469	510 REMAN RCVR UHF (DVR)	
138493	522 REMAN RCVR (DVR-2 Tuners) W/DPP SEP. [30 to a Pallet]	
139444	622 VIP RCVR UHF - HD (DVR)	
134941	625 RCVR IR/UHF (DVR-2 Tuners) [36 to a Pallet]	
139927	625 REMAN RCVR IR/UHF (DVR-2 Tuners) [36 to a Pallet]	
130260	811 REMAN RCVR UHF - HD [36 to a Pallet]	
	<i>QAM Digital Headend items</i>	
141250	Q-BOX (2 required per 522 or 625 Dual Tuner Rcvr) [12 per case]	
140876 Televes Ref #5023	TDT Transmodulator/Transcoder VHF/UHF	
140875 Televes Ref #5012	HD TDT Transmodulator/Transcode VHF/UHF	
140877 Televes Ref #5030	TDT PSU - Power Supply 120v [1 PSU for 7 TDTs]	
140879 Televes Ref #5301	TDT 19' Rack Adapter [Holds 1 PSU & 7 TDTs]	
140878 Televes Ref #7234	Programming Unit	
103159 Televes Ref #4514	Hybrid Amplifier	

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Effective 4_01_07

Initial: EchoStar Operator

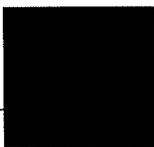
ECHOSPHERE - ACCESSORY PRICING			
ITEM CODE	PART DESCRIPTION	DETAIL	PRICE
133185	SINGLE LNBF - FSS	BAND-STACKED [S01]	
444474	TWIN LNBF - REMAN Dish Rec	Part # 444474	

111174	TWIN LNBF - REMAN DISH PRO	Replaces New #107102	
121670	TWIN LNBF - DP PLUS		
120810	DUAL LNBF - Dish Pro		
111455	QUAD LNBF - Dish Pro		
137865	SUPERDISH LNBF - TYPE 1	*Must Order in Quantities of 4	
117278	KIT, SWITCH DP21 VIDEOPATH (FG)		
123475958-AB	SW21 SWITCH	Multi-Dish Switch - 200/case	
* 123478277-AA	SW21 SWITCH - REMAN	Multi-Dish Switch - 42/box (TVRO Dealer price list & override price)	
107107	SW34 SWITCH - DP	Multi-Dish Switch	
129349	SW44 SWITCH - DP PLUS	Includes Power Inserter	
123478293-AA	SW64 SWITCH KIT	Stand-alone (FG)	
101983	SW64 SPLITTER	Feed-Thru Load	
123254	SEPARATOR - DP PLUS		
111690	ADAPTER - DP	Legacy/Diseqc Compatible	
*101959	*TWIN LNBF REMAN - Legacy		
*123474502-AA	*DUAL LNBF REMAN - Legacy		
120415	REMOTE UHF/IR (1.5)		
142923	REMOTE IR (3.2)	(for 311s)	
135899	REMOTE (6.2)	(for 501, 508, 510, 522, 625, 721, 811/921, & 942s)	
123831	REMOTE UHF PRO HDTV (8.0)		
118216	REMOTE EZ IR KIT	[Not same as p/n 114436 n/a]	
113189	REMOTE PLATINUM KIT	For 508/510 DVRs (Boxed)	
137682	IR TO UHF PRO UPGRADE KIT (10.1)	Includes 10.1 Remote + UHF Antenna	
100516	RG-6 BLACK CABLE		
100070	RG-6 GREY CABLE		
123473095-AA	SURGE PROTECTOR.		
123479365-AA	HARDWARE/DISH 500	Nuts & Bolts Kit	
123473958-AA	NON-PEN ROOF MOUNT		
129132	NON-PEN ROOF MOUNT - SUPERDISH		
123479305-AA	MOUNT, DISH 500 Y-BRACKET		

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Effective 4_01_07

Initial: EchoStar *JD* Operator *JK*

*108281	ANTENNA KITS - BULK	*These (3) Parts Make up and Replace (10) 20" DISH 500 ANT KITS	
*108954	*10-PACK REFLECTORS		
*134663	*10-PACK POLAR PLATES		
	*10-PACK MASTS	*Add reman Twin LNB #111174 to replace part #128396 124	
	ANTENNA KIT - Dish 500 - 20"		

123479722-AA	ANT	to a Pallet]	
113804	ANTENNA KIT - 24" DISH	1 Orbital Slot [S01]	
140348	ANTENNA KIT - DISH 1000	DPP TWIN LNB & DP DUAL LNB (3) Sat's 110, 119 & 129	
132853	PORTABLE VIDEO PLAYER 7.0" LCD DISPLAY (AV700E)	(8/case=\$15 SH or \$5/ea for singles)	
132852	PORTABLE VIDEO PLAYER 4.0" LCD DISPLAY	(8/case=\$15 SH or \$5/ea for singles)	
132851	PORTABLE VIDEO PLAYER 2.2" LCD DISPLAY	(8/case=\$15 SH or \$5/ea for singles)	

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Effective 4_01_07

Initial: EchoStar  Operator 

**SCHEDULE 4
TECHNICAL AND CUSTOMER SERVICE SPECIFICATIONS
(Digital Programming Services Agreement)**

1. Scope. This Schedule sets out the requirements to be met by Operator in the design, construction, installation and maintenance of Systems, signal distribution, billing and customer service.
2. General. Operator will install and maintain Systems that meet or exceed the technical requirements of this section.
 - (a) Availability. Operator will maintain the System in such a manner that the service availability to Digital Subscribers, excluding rain and broadcast outages, is not less than 99.0%, which is measured over a 30 day period of time, and calculated by dividing the total length of time in minutes that the System was not available for normal viewing by the majority of the Subscribers served by the total number of minutes in a 30 days month, or 43,200 minutes.
 - (b) Regulations, Ordinances, and Codes. The System, including its signal distribution system, will be installed and maintained in accordance with all applicable local, state, and federal regulations, ordinances, codes and other requirements, including but not limited to building codes and safety codes.
 - (c) Outdoor Unit (ODU). Each installation will have an ODU that includes an antenna reflector, a feed horn, mount, cable connections, and grounding system.
 - (i) Grounding Block. A grounding block will be installed with the antenna in accordance with National Electrical Code (NEC) regulations, which specify the cable grounding be implemented when intermediate frequency (IF) signals from an outside satellite antenna are routed to an indoor location.
 - (ii) Mounting. The ODU will be mounted in accordance with the manufacture's recommended guidelines for each mount type (Pole, Wall, Wall/Roof, Tower, or Non-Penetrating Roof Mount) It will also need to meet the minimum requirement whereas it operates in any wind speed up to 50 miles per hour and will not incur permanent damage in wind speeds up to 100 miles per hour.
 - (d) Signal Distribution System Critical Parameters. Operator will design, install and maintain the signal distribution system in compliance with FCC requirements, as well as the requirements set forth in this Agreement. The Operator may be required at anytime with written notice supply as built drawings that identify the equipment and distribution system. The system must be able to maintain the following requirements.
 - (i) The minimum IRD input signal level for QPSK/8PSK receivers should be no less than -55 dBm for each of the transponders approved/required for use, and should not exceed the maximum input level of -25 dBm per transponder measured at the customer drop location or end user's receiver location.
 - (ii) The minimum IRD input signal utilizing QAM modulation should be no less than -5 dBmV for any of the QAM transponders approved or required for use, and should not exceed the maximum input level of +15 dBmV per carrier measured at the customer drop or end user's receiver location.

* The above listed minimum/maximum signal levels apply to all transponders at any of the satellite orbital locations that are required (EchoStar recommends that all CONUS transponders be used in QAM systems for each orbital location used, along with the appropriate "spot beam" transponder(s) for local channels), or approved for use by EchoStar. All level requirements assume the use of calibrated test equipment approved for measuring digital signal levels after any necessary correction factors are applied.
 - (e) Indoor Unit (IDU). Each installation will include at least one of the approved Dish Network receiver models, and should be installed to meet the manufactures recommendation in regard to any connectivity specification.
3. Environmental Performance Requirements. All devices located within the System will meet the environmental and product design requirements that are specified by the manufacturer.
4. Maintenance. Operator will maintain sufficiently trained staff to perform repairs, or maintenance of the Systems, including its signal distribution system.

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5. Service Outage. Rapid restoration of service outages is imperative, so support personnel and a sufficient inventory of components will be maintained to achieve service restoration within a reasonable amount of time.
6. Test Equipment Recommendations. Proper test equipment is required to install, service, and maintain a System.

At minimum, Operator should allocate one Field Strength Meter (FSM) and/or one spectrum analyzer to verify the System's performance.

7. Cable system office hours and telephone availability.

(a) Operator shall maintain a local, toll-free or collect call telephone access line which shall be available to its subscribers twenty-four (24) hours a day, seven (7) days a week.

(i) Trained Operator representatives shall be available to respond to customer telephone inquiries during normal business hours.

(ii) After normal business hours, the access line may be answered by a service or an automated response system, including answering machine. Inquiries received after normal business hours must be responded to by a trained Operator representative on the next business day.

(iii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed sixty (60) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed sixty (60) seconds. These standards shall be met no less than eighty percent (80%) of the time under normal operating conditions, measured on a monthly basis.

(iv) Operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

(v) Under normal operating conditions, the customer shall receive a busy signal less than ten percent (10%) of the time.

(vi) Customer service center and bill payment locations shall be open at least during normal business hours and shall be conveniently located or available online or via interactive voice response telephony service.

8. Installations, outages and service calls. Under normal operating conditions, each of the following four (4) standards will be met no less than ninety percent (90%) of the time measured on a monthly basis:

(a) Standard installations shall be performed within five (5) business days after an order has been placed. "Standard" installations are those that are located up to 25 feet from the existing distribution system.

(b) Excluding conditions beyond the control of Operator, Operator shall begin working on "service interruptions" promptly and in no event later than seventy-two (72) hours after the interruption becomes known. Operator must begin actions to correct other service problems the next business day after notification of the service problem.

(c) The "appointment window" alternatives for installations, service calls and other installation activities shall be either a specific time or, at maximum, a six (6) hour time block during normal business hours. (Operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(d) Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment unless the cancellation is due to circumstances beyond the Operator's control or due to an Emergency.

(e) If an Operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the customer.

9. Communications between Operator and Subscribers.

(a) Notifications to subscribers.

(i) In addition to the requirements set forth in the Digital Programming Services Agreement, Operator shall provide written information to Subscribers on each of the following areas at the time of installation of service, and at any time upon request:

(A) Products and services offered

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(B) Prices and options for programming services and conditions of subscription to programming and other services

(C) Installation and service maintenance policies

(D) Instructions on how to use the multichannel programming video service

- (E) Channel positions programming carried on the system
- (F) Billing and complaint procedures
- (ii) Customers shall be notified of any changes in rates, programming services or channel positions as soon as possible in writing
- (b) Billing.
 - (i) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations, including, but not limited to, basic and premium service charges and equipment charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates and credits. For all services, Operator must label programming on subscriber bills with EchoStar branded package names. The branded package names will appear on the bill from EchoStar to Operator and must be applied with the exactly the same description and price on the subscriber bills.
 - (c) Credits. Credits for service shall be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

10. Definitions.

- (a) Normal business hours. The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one (1) night per week and/or some weekend hours.
- (b) Normal operating conditions. The term "normal operating conditions" means those service conditions which are within the control of the Operator. Those conditions which are not within the control of the Operator, include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade of the cable system.
- (c) Service interruption. The term "service interruption" means the loss of picture or sound on 24 or more video channels.

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Effective 4_01_07

Initial: EchoStar Operator 



SCHEDULE #5 - DIGITAL PROPERTY PROFILE

Email to pcocommercial@echostar.com a minimum of 30 days prior to launch.

OPERATOR INFORMATION

Name: [REDACTED]		Operator Number: [REDACTED]	
Address: [REDACTED]		Password: [REDACTED]	
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Phone: [REDACTED]	Fax: [REDACTED]	PCO Call Center Phone:	
Main Contact Person: [REDACTED]	Phone: [REDACTED]	Fax: [REDACTED]	Email: [REDACTED]
Alternate Contact Person #1: [REDACTED]	Phone: [REDACTED]	Fax: [REDACTED]	Email: [REDACTED]
Alternate Contact Person #2: [REDACTED]	Phone: [REDACTED]	Fax: [REDACTED]	Email: [REDACTED]

PROPERTY INFORMATION

Property Name: [REDACTED]		Property Unit Count:	
Address: [REDACTED]			
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Phone:	Fax:		
Time Zone: [REDACTED]			

SYSTEM LOCATION INFORMATION

Address: [REDACTED]			
City: [REDACTED]	State: [REDACTED]	Zip: [REDACTED]	
Neighborhood Value Program (More DISH):	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Shared Headend System:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
If yes, please list additional property name(s):			
Estimated Launch Date: June 15, 2007			

System Information:

L-Band	<input type="checkbox"/>
QAM	<input checked="" type="checkbox"/>
Satellites:	<input checked="" type="checkbox"/> 110
	<input checked="" type="checkbox"/> 119
	<input checked="" type="checkbox"/> 61.5
	<input type="checkbox"/> 148
	<input type="checkbox"/> 105
	<input type="checkbox"/> 121

Expected Call Volume:	At Launch	Ongoing	Additional Notes
Per day?			
Per week?	4	4	
Per month?			

Digital Programming Services Agreement
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Rev:083004

Initial: EchoStar Operator: 76

NEIGHBORHOOD VALUE PROGRAM AMENDMENT
TO
PROGRAMMING SERVICES AGREEMENTS

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR

ECHOSTAR SATELLITE L.L.C.

By: [Redacted Signature]

By: [Signature]

Name: [Redacted Name]

Name: Brian J. [Redacted]

Title: [Redacted Title]

Title: VP

EXHIBIT A

BULK PROGRAMMING SERVICES AGREEMENT

SCHEDULE I

Base Bulk Programming Packages

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B
DIGITAL PROGRAMMING SERVICES AGREEMENT**

SCHEDULE 1

Please refer to <http://commercial.dishnetwork.com/> and/or the other website URL addresses set forth in this Schedule 1 for general programming information that may be applicable to Digital Programming as determined by EchoStar in its sole discretion. In furtherance (and without limitation) of the foregoing, certain prices, packages, and programming specified in one or more of the website URL addresses set forth in this Schedule 1 may not be applicable to Digital Programming and/or Eligible Digital Programming in each case as determined by EchoStar in its sole discretion. For example (and without limitation) promotional offers that require a term commitment or offer a term agreement option and qualification requirements applicable to promotional offers shall not apply. The URL addresses set forth herein are subject to change at any time and from time to time in EchoStar's sole discretion without notice. **ECHOSTAR RESERVES THE RIGHT TO CHANGE PRICES, PACKAGES, AND PROGRAMMING AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION.**

ELIGIBLE DIGITAL PROGRAMMING

A. BASIC PACKAGES:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/bulk/packages/index.shtml for prices, packages, and programming information)

Notwithstanding anything set forth herein or in any of the website URL addresses named herein to the contrary, the rate per Subscriber with respect to the upgrade of the Bulk Programming packages selected by Operator pursuant to the terms and conditions of the Bulk Agreement to the basic Digital Programming packages of America's Top 200 or America's Top 250 shall be determined in accordance with the table set forth below based upon: (i) the Bulk Programming package consisting of America's Top 100, America's Top 200 or America's Top 250, as selected by Operator pursuant to the terms and conditions of the Bulk Agreement (the "Base Bulk Programming Package") and (ii) the Digital Programming package selected by the corresponding Subscriber (the "Subscriber-Selected Base Digital Programming Package").

Base Bulk Programming Package	Subscriber-Selected Base Digital Programming Package	
	America's Top 200	America's Top 250
America's Top 100	██████ per Subscriber	██████ per Subscriber
America's Top 200	██████ per Subscriber	██████ per Subscriber
America's Top 250	██████ per Subscriber	██████ per Subscriber

B. MOVIES:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for prices, packages, and programming information)

Notwithstanding the foregoing, in the event that Operator selected Bulk Programming consisting of HBO "the Works", Showtime "Unlimited", Cinemax, and Starz//Encore, the rate per Subscriber for any of the programming packages set forth in the above website URL address (or any successor address thereto) shall be \$0.00.

C. INTERNATIONAL PROGRAMMING PACKAGES:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for prices, packages, programming information and rates per Subscriber)

D. SPORTS*:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for prices, packages, programming information and rates per Subscriber)

E. HIGH-DEFINITION PROGRAMMING:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for prices, packages, programming information and rates per Subscriber)

F. ADULT RECURRING MONTHLY PROGRAMMING:

(visit http://commercial.dishnetwork.com/content/multi_dwelling/programming/residential/packages/index.shtml for prices, packages, programming information and rates per Subscriber)

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

Page 4 of 5

Initial: EchoStar  Operator 

CERTAIN FEES NOT ELIGIBLE FOR INCENTIVES

In addition to (and without limitation of) the amounts due for Eligible Digital Programming under the terms and conditions of the Digital Programming Services Agreement to which this Schedule 1 is attached, Operator agrees to pay the fees referenced below (and such other fees as determined by EchoStar in its sole discretion) as applicable. Notwithstanding anything set forth herein to the contrary, such fees shall not be eligible for Incentive payments. EchoStar reserves the right in its sole discretion to increase or otherwise modify these and other fees or charges designated by EchoStar as ineligible for Incentives, or to add additional fees in the future.

- A [redacted] per month DISH Network DVR service fee will be charged to Operator for each model 510, 522, 625 or 942 receiver activated on a Subscriber Account. *This fee will be reimbursed with the monthly incentive payments.*
- Fees for Pay Per View programming ordered by Subscriber.
- A [redacted] per month Additional Outlet Fee (A/O Fee) will be charged to Operator for each receiver (other than the primary receiver) activated on a Subscriber Account. *This fee will be reimbursed with the monthly incentive payments.*
- A [redacted] per month Programming Access Fee will be charged to Operator for each dual tuner receiver (models 522, 625, and 942) activated on a Subscriber Account. This fee will be waived on a monthly basis for each such receiver that EchoStar confirms has been continuously connected to the same land-based phone line. EchoStar's confirmation process shall be the sole method utilized to determine if any Programming Access Fee(s) will be waived.
- Change of Service Fee of [redacted]
- Late Payment Fee of [redacted]
- Restart Fee of [redacted] (per subscriber)
- Smart Card Replacement Fee of [redacted]
- Pay-Per-View Automated Fee of [redacted]

* In addition to (and without limitation of) the foregoing, packages and programming set forth above may be subject to extensive blackouts in the case of sporting events and other programming.

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

EXHIBIT 4

From: <Barclay>, Troy <Troy.Barclay@dish.com>
Date: Thursday, January 22, 2015 at 1:29 PM
To: Luis Rodriguez <luis@opticaltel.com>, "Rudd, Michael" <michael.Rudd@dish.com>, "Temple, Brett" <brett.Temple@dish.com>
Cc: "Hirsch, Lee" <lee.Hirsch@dish.com>
Subject: RE: Need letter from from Dish for Local chanel

Luis,

One date was revised to 2013 at Cypress. Please discard the previous document.

Thanks,
Troy



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

From: Barclay, Troy
Sent: Thursday, January 22, 2015 10:14 AM
To: 'Luis Rodriguez'; Rudd, Michael; Temple, Brett
Cc: Snelgrove, Craig; Grosz, Robert; Hirsch, Lee
Subject: RE: Need letter from from Dish for Local chanel

Luis,

Please see DISH letter attached regarding your inquiry.

Let us know if you have questions or concerns.

Thanks,
Troy



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

From: Luis Rodriguez [<mailto:luis@opticaltel.com>]
Sent: Wednesday, January 21, 2015 8:28 AM
To: Rudd, Michael; Temple, Brett; Barclay, Troy
Cc: Snelgrove, Craig; Grosz, Robert; Hirsch, Lee
Subject: Re: Need letter from from Dish for Local chanel

Troy,

Could you please let me know if we could receive this letter soon?

Thanks



Luis F. Rodriguez

President & COO

VIDEO • INTERNET • VOICE

A Telecable Company

305.779.7777 MAIN
305.779.5777 DIRECT
305.779.4329 FAX

Luis@OpticalTel.com
www.OpticalTel.com

From: <Rudd>, Michael <Michael.Rudd@dish.com>
Date: Tuesday, January 20, 2015 at 3:02 PM
To: Luis Rodriguez <luis@opticaltel.com>, "Temple, Brett" <Brett.Temple@dish.com>, "Barclay, Troy" <Troy.Barclay@dish.com>
Cc: "Snelgrove, Craig" <Craig.Snelgrove@dish.com>, "Grosz, Robert" <Robert.Grosz@dish.com>, "Hirsch, Lee" <Lee.Hirsch@dish.com>
Subject: RE: Need letter from from Dish for Local chanel

Troy

I verified this properties are paying the \$0.50 per drop rate not transport. Can you draft a simple letter, have legal review and send to Luis.

Thanks

EXHIBIT 5



P.O. BOX 94063 PALATINE IL 60094-4063
8625 1000 NO RP 18 11192014 NNNNNYNN 01 000011 0001
HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Creation Date: November 18, 2014
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Hierarchy ID: HCONTROL
Service Address: 1360 S DIXIE HWY STE 200
BULK
CORAL GABLES FL 33146-2952



Summary

Previous Bill
Payment(s)
Remaining Balance
Hierarchy Charges and Credits
Leaf Charges and Credits



Bill Due by Dec 03, 2014



Detail on back

Contact Us

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

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



Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Due by Dec 03, 2014

Amount Enclosed: \$ _____

DISH
PO BOX 94063
PALATINE IL 60094-4063



825522001002725764195761



8625 1000 NO RP 18 11192014 NNNNNYNN 01 000011 0001

Bill Creation Date: November 18, 2014
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Oct 28 Credit Card Payment

Hierarchy Charges and Credits

Oct 21 Late Fee 10-18-2014
Nov 03 Rev Late Fee 10/18
Nov 03 Rev Late Fee 9/18

Leaf Charges and Credits

BULK

Nov 11	Cypress Trails Rv Resort	8255707025200374
Nov 18	Jims Place Rv Park	8255707029449472
Nov 18	East Lake Village Phase 1	8255707030139195
Nov 18	Venture .	8255707030140136
Nov 11	Sail Harbour	8255707030142603
Nov 11	Naples Sunrise	8255707030222488
Nov 18	Cutler Cay	8255707030225234
Nov 18	Keys Cove	8255707030225291
Nov 18	Moorings At Lantana	8255707030248442
Nov 11	Golfside Country Club	8255707030258656
Nov 16	Village Green	8255707030855162
Nov 16	Cloister Prop Owners Assoc	8255707032278868
Nov 11	Aventi At Aventura Condo .	8255707034251822
Nov 16	Delray Harbor Club .	8255707034329107
Nov 17	Lake Place Condominium	8255707034922158
Nov 16	Emerald .	8255707035080768
Nov 16	Seamark Condominium	8255707036788649
Nov 11	Oaks At Biscayne Landing .	8255707037531568
Nov 16	Murry Hills .	8255707038293325
Nov 17	3200 Inc	8255707038916297

Total for Hierarchy ID: HCONTROL
Total Accounts: 20

About your DISH Bill

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

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

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

Closed Caption contact info: 888-809-1143, Fax 720-514-7880, or closedcaptioning@dish.com. Written complaints: Erin O'Brien, Closed Caption Compliance Manager, P.O. Box 9040, Littleton, CO 80120.

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

SB5DF007





6625 1000 NO RP 18 11182014 NNNNNYNN 01 000011 0001

Bill Creation Date: November 18, 2014
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION

Total Due





P.O. BOX 94063 PALATINE IL 60094-4063
6625 1000 NO RP 25 11262014 NNNNNYNN 01 000017 0001
HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Creation Date: November 25, 2014
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Hierarchy ID: ACCEL
Service Address: 5000 SW 75TH AVE STE 103
MIAMI FL 33155-4468



Here's the DISH...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption. If payment has been made within the past 7-10 days, thank you and please disregard this message.

Summary

Previous Bill	
Payment(s)	
Remaining Balance	
Hierarchy Charges and Credits	
Leaf Charges and Credits	
Total Due Immediately	



Detail on back ↩

POSTED

*Amount that done
Mark*

Contact Us

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

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

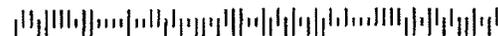


Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH
PO BOX 94063
PALATINE IL 60094-4063



825522001003142400847202



8825 1000 NO RP 25 11262014 NNNNNYNN 01 000017 0001

Bill Creation Date: November 25, 2014
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Nov 03 Credit Card Payment
Nov 04 Credit Card Payment

Hierarchy Charges and Credits

Oct 29 Late Fee 10-25-2014

Leaf Charges and Credits

BULK

Nov 04	Pinehurst Club Condominium	8255707030168541
Nov 18	Summit Towers	8255707030176270
Nov 18	Saint Andrews Club Condo	8255707030187129
Nov 18	Delray Racquet Club Condo	8255707030194778
Nov 11	Water's Edge At Deerfield	8255707030198548
Nov 18	Residences Hollywood Beach	8255707030198837
Nov 18	Residences Hollywood Beach	8255707030199298
Nov 18	The Hallmark Condominium	8255707030201953
Nov 25	The Glades Country Club	8255707030207893
Nov 04	Doral West	8255707030221761
Nov 04	Towers Of Oceanview South	8255707030226125
Nov 18	LA Paloma	8255707030233691

About your DISH Bill

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SB5DF007



Total for Hierarchy ID: ACCEL
Total Accounts: 12
Total Due



P.O. BOX 94063 PALATINE IL 60094-4063
8625 1000 NO RP 18 03182015 NNNNNYNN 01 00009 0001
HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Creation Date: March 18, 2015 ✓
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Hierarchy ID: HCONTROL
Service Address: 1360 S DIXIE HWY STE 200
BULK
CORAL GABLES FL 33146-2952



Here's the DISH...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption. If payment has been made within the past 7-10 days, thank you and please disregard this message.

Summary

Previous Bill	
Payment(s)	
Remaining Balance	
Hierarchy Charges and Credits	
Leaf Charges and Credits	
Total Due Immediately	



Detail on back ↩

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

Spreadsheet done

POSTED

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Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH
PO BOX 94063
PALATINE IL 60094-4063



825522001002725709938275



8625 1000 NO RP 10 03192015 NNNNNYNN 01 000009 0001

Bill Creation Date: March 18, 2015
Account Number: 8255 2200 1002 7257
Account Holder: HGCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Mar 01 Credit Card Payment

Hierarchy Charges and Credits

Feb 24 Late Fee 2-18-2015

Leaf Charges and Credits

BULK

Feb 26	Cypress Trails Rv Resort	8255707025200374
Mar 02	Cypress Trails Rv Resort	8255707025200374
Mar 16	Jims Place Rv Park	8255707029449472
Feb 26	East Lake Village Phase 1	8255707030139195
Mar 18	East Lake Village Phase 1	8255707030139195
Mar 18	Venture .	8255707030140136
Mar 04	Mandarin Lake Twnhomes Ph1	8255707030140573
Mar 11	Sail Harbour	8255707030142603
Feb 23	Century Gardens Village	8255707030187665
Feb 26	Century Gardens Village	8255707030187665
Mar 04	Century Gardens Village	8255707030187665
Mar 11	Century Gardens Village	8255707030187665
Feb 26	Naples Sunrise	8255707030222488
Feb 26	Cutler Cay	8255707030225234
Mar 18	Cutler Cay	8255707030225234
Mar 18	Keys Cove	8255707030225291
Mar 18	Moorings At Lantana	8255707030248442
Mar 04	Brickell Bay Club	8255707030249770
Feb 27	Hamilton On The Bay	8255707030249788
Mar 04	Hamilton On The Bay	8255707030249788
Feb 27	Marina Village	8255707030249796
Mar 04	Marina Village	8255707030249796
Feb 26	Golfside Country Club	8255707030258656
Mar 16	Village Green	8255707030855162
Mar 16	Cloister Prop Owners Assoc	8255707032278868
Feb 25	Aventil At Aventura Condo .	8255707034251822

About your DISH Bill

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8625 1000 NO RP 18 03192015 NNNNNYNN 01 00009 0001

Bill Creation Date: March 18, 2015
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION

Feb 26	Aventl At Aventura Condo .	8255707034251822
Mar 16	Delray Harbor Club .	8255707034329107
Mar 17	Lake Place Condominium	8255707034922158
Mar 16	Emerald .	8255707035080766
Mar 16	Seamark Condominium	8255707036788649
Feb 26	Oaks At Bisoayne Landing .	8255707037531568
Mar 16	Murry Hills .	8255707038293325
Mar 17	3200 Inc .	8255707038916297



Total for Hierarchy ID: HCONTROL
Total Accounts: 25
Total Due





P.O. BOX 94063 PALATINE IL 60094-4063
6625 1000 NO RP 25 03262015 NNNNNYNN 01 000018 0001
HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Bill Creation Date: March 25, 2015 ✓
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Hierarchy ID: ACCEL
Service Address: 6000 SW 75TH AVE STE 103
MIAMI FL 33155-4468



Here's the DISH...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption. If payment has been made within the past 7-10 days, thank you and please disregard this message.

Summary

Previous Bill	
Payment(s)	
Remaining Balance	
Hierarchy Charges and Credits	
Leaf Charges and Credits	
Total Due Immediately	



Detail on back ↩

Contact Us
🌐 Online: dish.com/commercial
✉ Email: care@dish.com
☎ Phone: 1-800-454-0849

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Spreadsheet done

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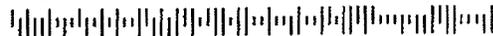


Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH
PO BOX 94063
PALATINE IL 60094-4063



825522001003142403770385



8626 1000 NO RP 25 03262015 NNNNNYNN 01 000018 0001

Bill Creation Date: March 25, 2015
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Mar 08 Credit Card Payment
Mar 08 Credit Card Payment

Hierarchy Charges and Credits

Mar 02 Late Fee 2-25-2015

Leaf Charges and Credits

BULK

Feb 27	Pinehurst Club Condominium	8255707030168541
Mar 04	Pinehurst Club Condominium	8255707030168541
Feb 27	Summit Towers	8255707030176270
Mar 18	Summit Towers	8255707030176270
Mar 18	Saint Andrews Club Condo	8255707030187129
Feb 28	Delray Racquet Club Condo	8255707030194778
Mar 18	Delray Racquet Club Condo	8255707030194778
Mar 11	Water's Edge At Deerfield	8255707030198548
Mar 18	Residences Hollywood Beach	8255707030198837
Mar 18	Residences Hollywood Beach	8255707030199298
Feb 27	The Hallmark Condominium	8255707030201953
Mar 18	The Hallmark Condominium	8255707030201953
Mar 25	The Glades Country Club	8255707030207893
Mar 04	Doral West	8255707030221761
Mar 04	Towers Of Oceanview South	8255707030226125
Mar 18	LA Paloma	8255707030233691

About your DISH Bill

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SB5DF007

Total for Hierarchy ID: ACCEL
Total Accounts: 12
Total Due

888-809-1143

888-809-1143



P.O. BOX 94063 PALATINE IL 60094-4063
8625 1000 NO RP 10 09192015 NNNNNYNN 01 000010 0001
HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952



Bill Creation Date: September 18, 2015
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Hierarchy ID: HCONTROL
Service Address: 1360 S DIXIE HWY STE 200
BULK
CORAL GABLES FL 33146-2952



Here's the DISH...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption. If payment has been made within the past 7-10 days, thank you and please disregard this message.

Summary

Previous Bill	
Payment(s)	
Remaining Balance	
Hierarchy Charges and Credits	
Leaf Charges and Credits	
Total Due Immediately	

Detail on back

Contact Us

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

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



Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH
PO BOX 7203
PASADENA CA 91109-7303



825522001002725719447788



8625 1000 NO RP 18 09192015 NNNNNYNN 01 000010 0001

Bill Creation Date: September 18, 2015
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Aug 27 Credit Card Payment
Aug 27 Credit Card Payment

Hierarchy Charges and Credits

Aug 21 Late Fee 8-18-15

Leaf Charges and Credits

BULK

Aug 26 Cypress Trails Rvresort . 8255707025200374
Sep 01 Cypress Trails Rvresort . 8255707025200374
Sep 03 Cypress Trails Rvresort . 8255707025200374
Sep 03 Jims Placerv Park . 8255707029449472
Sep 16 Jims Placerv Park . 8255707029449472
Sep 03 East Lake Village Phase 1 8255707030139195
Sep 16 East Lake Village Phase 1 8255707030139195
Sep 03 Venture . 8255707030140136
Sep 16 Venture . 8255707030140136
Sep 03 Mandarin Lake Twnhomes Ph1 8255707030140573
Sep 04 Mandarin Lake Twnhomes Ph1 8255707030140573
Sep 03 Sailharbour . 8255707030142803
Sep 11 Sailharbour . 8255707030142803
Sep 03 Century Gardensvillage . 8255707030187665
Sep 04 Century Gardensvillage . 8255707030187665
Aug 26 Naplesunrise . 8255707030222488
Sep 03 Naplesunrise . 8255707030222488
Sep 03 Cutlerday . 8255707030225234
Sep 18 Cutlerday . 8255707030225234
Sep 03 Keyscove . 8255707030225291
Sep 18 Keyscove . 8255707030225291
Sep 03 Moorings Atlantana . 8255707030248442
Sep 18 Moorings Atlantana . 8255707030248442
Sep 03 Hamilton Onthe Bay . 8255707030249788
Sep 04 Hamilton Onthe Bay . 8255707030249788

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SB50F007

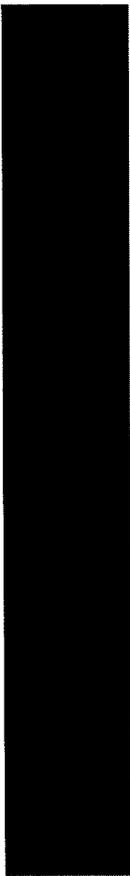




8625 1000 NO RP 18 09192015 NNNNNYNN 01 000010 0001

Bill Creation Date: September 18, 2015
Account Number: 8255 2200 1002 7257
Account Holder: HCONTROL CORPORATION

Sep 01	Marinavillage .	8255707030249796
Sep 03	Marinavillage .	8255707030249796
Sep 04	Marinavillage .	8255707030249796
Aug 26	Golfsidecountry Club .	8255707030258656
Sep 03	Golfsidecountry Club .	8255707030258656
Sep 03	Villagegreen .	8255707030855162
Sep 16	Villagegreen .	8255707030855162
Sep 03	Cloister Propowners Asso .	8255707032278868
Sep 16	Cloister Propowners Asso .	8255707032278868
Aug 19	Aventi At Aventura Condo .	8255707034251822
Aug 20	Aventi At Aventura Condo .	8255707034251822
Aug 26	Aventi At Aventura Condo .	8255707034251822
Sep 03	Aventi At Aventura Condo .	8255707034251822
Aug 19	Delray Harbor Club .	8255707034329107
Aug 20	Delray Harbor Club .	8255707034329107
Sep 03	Delray Harbor Club .	8255707034329107
Sep 16	Delray Harbor Club .	8255707034329107
Sep 03	Lake Placecondominium .	8255707034922158
Sep 17	Lake Placecondominium .	8255707034922158
Sep 03	Emerald .	8255707035080766
Sep 16	Emerald .	8255707035080766
Sep 03	Seamarkcondominium .	8255707036788649
Sep 16	Seamarkcondominium .	8255707036788649
Aug 26	Oaks At Bisoayne Landing .	8255707037531568
Sep 03	Oaks At Bisoayne Landing .	8255707037531568
Sep 03	Murry Hills .	8255707038293325
Sep 16	Murry Hills .	8255707038293325
Aug 19	3200ino .	8255707038916297
Aug 20	3200ino .	8255707038916297
Sep 03	3200ino .	8255707038916297
Sep 17	3200ino .	8255707038916297



Total for Hierarchy ID: HCONTROL
Total Accounts: 24
Total Due





P.O. BOX 94063 PALATINE IL 60094-4063

0625 1000 NO RP 25 09262015 NNNNNYNN 01 000014 030

HCONTROL CORPORATION
1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

RECEIVED
9/2/15

Bill Creation Date: September 25, 2015
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Hierarchy ID: ACCEL
Service Address: 5000 SW 75TH AVE STE 103
MIAMI FL 33155-4468



Here's the DISH...

We have not received payment for your last statement. You must pay the total amount due immediately to avoid additional late fees and service interruption. If payment has been made within the past 7-10 days, thank you and please disregard this message.

Handwritten signature and date: 9/2/15

Summary

Previous Bill	
Payment(s)	
Remaining Balance	
Hierarchy Charges and Credits	
Leaf Charges and Credits	
Total Due Immediately	



Detail on back

Contact Us

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

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



Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION
Billing Address: 1360 S DIXIE HWY STE 200
CORAL GABLES FL 33146-2952

Total Due Immediately

Amount Enclosed: \$ _____

DISH
PO BOX 94063
PALATINE IL 60094-4063



825522001003142498251945



8625 1000 NO RP 25 09262015 NNNNNYNN 01 000014 0001

Bill Creation Date: September 25, 2015
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION

Hierarchy Account Summary

Previous Balance
Sep 03 Credit Card Payment
Sep 03 Credit Card Payment

Leaf Charges and Credits

BULK

Table with 3 columns: Date, Account Name, and ID. Includes entries for Pinehurst Clubcondominiu, Summittowers, Saint Andrewclub Condo, Delray Racquetclub Condo, Water's Edgeat Deerfield, Residenceshollywood Beao, Residenceshollywood Beao, The Hallmarkcondominium, The Gladescountry Club, Doralwest, and Lapaloma.

Total for Hierarchy ID: ACCEL
Total Accounts: 11

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SB5DF007





8625 1000 NO RP 25 09262015 NNNNNYNN 01 000014 0001

Bill Creation Date: September 25, 2015
Account Number: 8255 2200 1003 1424
Account Holder: HCONTROL CORPORATION

Total Due

