

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

TURNER NETWORK SALES, INC.

By: Coleman Breland  
(Authorized Signature)

Coleman Breland  
(Type or Print Name of Signatory)

Title: SVP, Sales + Marketing

ECHOSTAR SATELLITE L.L.C.

By: [Signature]  
(Authorized Signature)

Charles Elger  
(Type or Print Name of Signatory)

Title: CEO

**EXECUTION COPY**

EXECUTION COPY

**EXECUTION COPY**

**SCHEDULE B RATES**  
**EHOSTAR**

Subject to AFFILIATE's distribution of the Services in accordance with Paragraphs 2 and 6 of this Agreement, the applicable monthly rates to be paid by AFFILIATE to TNS, Inc. shall be in accordance with the following:

REDACTED

REDACTED

**G. TURNER SOUTH**

The following rates shall apply per month for each of AFFILIATE's Turner South Subscribers in a System:

REDACTED

REDACTED



EXHIBIT A - TURNER SOUTH

**Sports Distribution Areas**  
*GEORGIA - By County*

---



**Sports Distribution Areas**  
*GEORGIA - By County*

---



**Sports Distribution Areas**  
*GEORGIA - By County*



XXXXXXXXXX

**Sports Distribution Areas**  
*GEORGIA - By County*

---



**Sports Distribution Areas**  
*ALABAMA - By County*



EXECUTION COPY

**Sports Distribution Areas**  
*ALABAMA - By County*

---



EXECUTION COPY

**Sports Distribution Areas**  
*MISSISSIPPI - By County*



**Sports Distribution Areas**  
*MISSISSIPPI - By County*





**Sports Distribution Areas**  
*NORTH CAROLINA - By County*



**Sports Distribution Areas**  
*NORTH CAROLINA - By County*

---



EXECUTION COPY

**Sports Distribution Areas**  
*NORTH CAROLINA - By County*

---



EXECUTION COPY

**Sports Distribution Areas**  
*SOUTH CAROLINA - By County*

---



EXECUTION COPY

EXECUTION COPY

**Sports Distribution Areas**  
*TENNESSEE - By County*

---



**Sports Distribution Areas**  
*TENNESSEE - By County*

---



**Sports Distribution Areas**  
*TENNESSEE - By County*





COLEMAN BRELAND  
EXECUTIVE VICE PRESIDENT  
SALES AND MARKETING

June 4, 2004

Via Telecopier and U.S. Mail

Mr. Eric Sahl  
Vice President, Programming  
EchoStar Satellite L.L.C.  
9601 South Meridian Blvd.  
Englewood, Colorado 80120

Re: Access to Turner South

Dear Eric:

Per our respective signatures below, this letter confirms that Turner Regional Entertainment Network, Inc. ("TREN") hereby consents to permit EchoStar Communications, L.L.C. ("EchoStar") access to, at EchoStar's sole cost and expense,

TREN's consent shall remain in existence:

The terms and conditions of this letter, \_\_\_\_\_, will be kept confidential. This confidentiality survives the termination of this letter's provisions. All terms not defined herein shall have the meaning attributed such term(s) in the Agreement.

Very truly yours,

*Coleman Breland*  
Coleman Breland  
Executive Vice President, Sales and Marketing

ACCEPTED AND AGREED TO BY:

Name: *[Signature]*  
Title: *V.P. Programming Legal - Pro Athletes*

SCND

An AOL Time Warner Company  
TNT - TCM - CARTOON NETWORK - YES - CNN - CNN HEADLINE NEWS  
CNN - CNN - CNN EN ESPAÑOL - TURNER SOUTH - BOOMERANG  
101 MARIETTA STREET, N.W., 51ST FLOOR • ATLANTA, GA 30303-2720  
404.827.1662 • FAX: 404.827.2944

NR04PVL1ATE FILED (ECHOSTAR) ECHOSTAR DENYER JUNE 04 05 10:40 AM '04



**REDACTED**  
**FOR PUBLIC INSPECTION**

EchoStar Satellite Corporation  
5701 South Santa Fe Drive  
Littleton, Colorado 80120  
Attn: Mr. Michael Schwimmer

**FULLY EXECUTED**

Dear Michael:

This letter agreement sets forth the terms and conditions under which EchoStar Satellite Corporation ("EchoStar") shall distribute each of the programming services specified in Sections 3 through 7 below (each, a "Service") directly to subscribers via Echostar's current high power KU band DBS satellite system which operates primarily at the 110 degrees west longitude and the 119 degrees west longitude orbital positions (the "EchoStar System").

term "Sports Service" shall have the meaning specified in Section 3 below.

the

1. **TERM.** The term of each agreement shall begin on \_\_\_\_\_ and shall end on \_\_\_\_\_ (the "Term").

2. **CARRIAGE:**

EchoStar shall distribute each Service only as part of a package of television services that