

will at all times during the Term distribute each Service on a full time, 24 hour per day channel without preemption, alteration or delay. EchoStar

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3. REGIONAL SPORTS.

EchoStar will distribute each of the following regional sports services (each a "Sports Service", and collectively the "Sports Services") in its RSN Territory (as hereinafter defined) as provided in Section 2 above:

Cincinnati, Fox Sports Net Florida,
Fox Sports Net Ohio, Fox Sports Net

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Each Sports Service also grants EchoStar the right to distribute its Service to hotels and motels located within such Sports Service's RSN Territory;

<u>Calendar Year</u>	<u>Monthly Fee</u>
2003	\$.56
2004	\$.59

Each Sports Service shall have the right, to increase such Sports Service's Monthly Rate Per RSN Territory Subscriber in the event that such

(either of (a) or (b) "Additional Events");

8. ADVERTISING AVAILS. Each Service shall make available to EchoStar such commercial advertising availabilities as are made available to such Service's other distributors .

EchoStar shall have the right to retain all proceeds from any such advertising availabilities so made available.

13. TERMINATION; REMEDIES.

(a) Subject to the termination rights specified in Section 2, 3 or 13(b) hereof, this Agreement may be terminated by EchoStar or any of the entities listed on Schedule A hereto (the "Affected Party") upon the failure by the other party to perform any material obligation hereunder which is not cured within _____ after receipt of written notice thereof from the Affected Party (except in the case of a failure to pay all amounts then owing pursuant to the terms of this Agreement, in which case such cure must occur within _____ business days after receipt of written notice thereof).

14. **CONFIDENTIALITY.** The parties will maintain in confidence the terms of this Agreement except (a) to the extent necessary to comply with applicable law or the order of a court of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information; (b) as part of their normal reporting or review procedure to their parent company, their auditors and their attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 14; (c) to enforce any of their respective rights pursuant to this Agreement; or (d) to insurers, financing entities or to any person or entity conducting due diligence in connection with good-faith negotiations to purchase all or substantially all of the disclosing party's assets or business, solely on a need-to-know basis; provided that such person or entity described in this clause (d) agrees to be bound by the provisions of this Section 14 pursuant to a written confidentiality agreement on customary terms.


15. **SIGNAL DISTRIBUTION CAPACITY**

16. **PAYMENTS; REPORTING.** EchoStar will pay the license fees specified above within ... days after the end of each reporting month.

EchoStar will provide to each Service, at the time of each monthly payment, the total number of EchoStar Subscribers
- and the total number of EchoStar Subscribers that receive such Service, for such month.

This letter is intended to be a binding agreement among the parties. Please indicate your agreement with these terms by signing this letter in the space indicated below.

Sincerely,


Joshua Sapan ²⁴
(on behalf of each of the entities listed on
the attached Schedule A)

ACCEPTED AND AGREED:

ECHOSTAR SATELLITE CORPORATION 

By 

Schedule A

SportsChannel Ohio Associates
SportsChannel Cincinnati Associates
SportsChannel Florida Associates

SCHEDULE B - 1
RSN TERRITORIES

RSN STATE ZIP CODE PREFIX

Florida

Ohio

Cincinnati

SCHEDULE B - 2
OPTIONAL RSN TERRITORIES

RSN	STATE	ZIP CODE PREFIX
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SCHEDULE C
Pro Team Totals in 2001

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hs.



Local Network Channels

\$39.99

3 Months FREE

Includes:

- ABC, CBS, FOX, NBC, PBS, PBS2, PBS3, PBS4, PBS5, PBS6, PBS7, PBS8, PBS9, PBS10, PBS11, PBS12, PBS13, PBS14, PBS15, PBS16, PBS17, PBS18, PBS19, PBS20, PBS21, PBS22, PBS23, PBS24, PBS25, PBS26, PBS27, PBS28, PBS29, PBS30, PBS31, PBS32, PBS33, PBS34, PBS35, PBS36, PBS37, PBS38, PBS39, PBS40, PBS41, PBS42, PBS43, PBS44, PBS45, PBS46, PBS47, PBS48, PBS49, PBS50, PBS51, PBS52, PBS53, PBS54, PBS55, PBS56, PBS57, PBS58, PBS59, PBS60, PBS61, PBS62, PBS63, PBS64, PBS65, PBS66, PBS67, PBS68, PBS69, PBS70, PBS71, PBS72, PBS73, PBS74, PBS75, PBS76, PBS77, PBS78, PBS79, PBS80, PBS81, PBS82, PBS83, PBS84, PBS85, PBS86, PBS87, PBS88, PBS89, PBS90, PBS91, PBS92, PBS93, PBS94, PBS95, PBS96, PBS97, PBS98, PBS99, PBS100

Local Network Channels

FREE 3 Months

DISH Network Local

\$5.99



NOW AVAILABLE IN:

- | | | |
|------------------|----------------------------|---------------|
| Albuquerque | Corpus Christi/San Antonio | Fresno |
| Anchorage | Denver | Fullerton |
| Asheville | Indianapolis | Highland Park |
| Birmingham | Kansas City | Los Angeles |
| Boston | Las Vegas | Los Angeles |
| Charlotte | Miami | Los Angeles |
| Chicago | Minneapolis/St. Paul | Los Angeles |
| Cincinnati | Phoenix | Los Angeles |
| Cleveland | New York | Los Angeles |
| Dallas/Ft. Worth | Orlando | Los Angeles |
| Denver | Philadelphia | Los Angeles |
| Detroit | Portland | Los Angeles |

Some channels may not be available in all areas. See local program guide for details.



Local Network Channels

\$31.99

3 Months FREE

Includes:

- ABC, CBS, FOX, NBC, PBS, PBS2, PBS3, PBS4, PBS5, PBS6, PBS7, PBS8, PBS9, PBS10, PBS11, PBS12, PBS13, PBS14, PBS15, PBS16, PBS17, PBS18, PBS19, PBS20, PBS21, PBS22, PBS23, PBS24, PBS25, PBS26, PBS27, PBS28, PBS29, PBS30, PBS31, PBS32, PBS33, PBS34, PBS35, PBS36, PBS37, PBS38, PBS39, PBS40, PBS41, PBS42, PBS43, PBS44, PBS45, PBS46, PBS47, PBS48, PBS49, PBS50, PBS51, PBS52, PBS53, PBS54, PBS55, PBS56, PBS57, PBS58, PBS59, PBS60, PBS61, PBS62, PBS63, PBS64, PBS65, PBS66, PBS67, PBS68, PBS69, PBS70, PBS71, PBS72, PBS73, PBS74, PBS75, PBS76, PBS77, PBS78, PBS79, PBS80, PBS81, PBS82, PBS83, PBS84, PBS85, PBS86, PBS87, PBS88, PBS89, PBS90, PBS91, PBS92, PBS93, PBS94, PBS95, PBS96, PBS97, PBS98, PBS99, PBS100

DISH Network Distant Locals

\$4.99



INCLUDES:

- ABC, CBS, FOX, NBC

Some channels may not be available in all areas. See local program guide for details.

1-800-333-DISH (3474)

Encore Movie Pak	
Encore West	Encore Mystery
Encore Westerns	Encore True Stories
Encore Action	Encore Love Stories

Action Pak	
DIY	Outdoor Channel
CNN Sports Illustrated	Outdoor Life
Discovery Wings	Specvision

DISH LATINO	
This package also includes Univision, Galavisión and DISH CO Latin which are located at the 119 Degree Orbital position	
The following services are broadcast from satellites at the 110 Degree W.L. orbital position.	
Cine Latino	MTV Espanol
CNN en Espanol	Playboy en Espanol
Discovery en Espanol	SPR
FOX Sports World en Espanol	Telenoche
Gran Canal Latina	Telenoche West
HTV	TV Azteca
Mun2	TVE Internacional
	TV Chile

REDACTED
FOR PUBLIC INSPECTION

RAINBOW SPORTS NETWORKS
200 JERICHO QUADRANGLE
JERICHO, NEW YORK 11753

FULLY EXECUTED

As of

Echostar Satellite Corporation
5701 South Santa Fe Drive
Littleton, Colorado 80120
Attn: Mr. Eric Sahl, Director of Programming

Dear Eric:

This will confirm that we have engaged Fox Sports Net Direct, which is located in Houston, Texas (phone: 972.868.1420) ("FSD") to provide certain scheduling and other information to you on behalf of Fox Sports Net Ohio, Fox Sports Net Cincinnati, and Fox Sports Net Florida (the "Services").

Until further notice, you may rely on the following information that you receive from FSD: (i) schedules

"blackout information" for such programming (i.e., the territorial restrictions for such programming). Please be advised that professional team distribution territories generally remain constant and you should not rely on any changes in professional team distribution territories unless it is confirmed or provided by us in writing. FSD is acting as our agent and the information that it provides is subject to our direction and control. Therefore, in the event of any conflict between information being provided by FSD and us, our information controls.

As clarification, with regard to the RSN Territories, they are as set forth in Exhibits B-1 and B-2 to our carriage agreement dated as of and shall not be changed absent a written amendment to such agreement.

If you have any questions, please feel free to call me.

Very truly yours,

David D. Alworth
Vice President, Operations

NC.III.B 0565

EXECUTION

EchoStar Satellite L.L.C.
9601 S. Meridian Boulevard
Englewood, CO 80112
Mr. Michael Schwimmer, Executive Vice President

FULLY EXECUTED

Dear Michael,

Reference is made to that certain letter agreement dated as of _____ as amended (the "Letter Agreement") by and between EchoStar Satellite Corporation (predecessor entity to EchoStar Satellite L.L.C.) which shall hereinafter be referred to as "EchoStar" and the entities which are the owners of those certain television programming services known as _____

_____ and those certain television programming services known as _____, FSN Ohio, FSN Cincinnati, _____ and FSN Florida (the "Sports Services"). For clarity, this letter agreement ("Agreement") shall not cover _____

The owners of _____ the Sports Services respectively shall be referred to collectively and individually herein as "Network" and shall be identified specifically in the signature page hereof.

The _____ Sports Services shall be collectively referred to herein as the "Services."

This Agreement will serve to set forth the terms and conditions pursuant to which EchoStar will continue to carry both _____ and the Sports Services on the DISH Network multichannel video distribution platform while the parties negotiate definitive long form agreements

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The reference to the Term in Section 1 of the _____ Letter Agreement shall be stricken, and unless earlier terminated in accordance herewith, Network shall continue to provide and EchoStar shall continue to carry, all in accordance with the terms and conditions contained herein and in the _____ Letter Agreement as applicable, the Services until _____ (the "Term").

2. **Distribution Rights.**

Letter Agreement, EchoStar shall have the right to distribute the Services using the Distribution System. The term "Distribution System" shall be synonymous with the term EchoStar System and shall mean the direct broadcast satellite distribution system(s) employed by EchoStar to distribute video and other programming

EXECUTION

services,

3. Carriage and Packaging

terminate EchoStar's distribution of the Sports Services, within 30 days of receiving such notice from Network hereunder, EchoStar may elect, by written notice to Network,

4. Rates.

b) Sports Services.

EXECUTION

..., EchoStar shall pay Network (or such entity as designated by Network) the following Monthly Rates per RSN Subscriber:

d) Surcharge Right. With respect to the Sports Services, Network shall maintain its right to surcharge for Additional Events ;