



Dear Prospective DIRECTV Commercial Customer:

Thank you so much for your interest in DIRECTV Commercial Programming. You will find with the enclosed that DIRECTV has the widest array of sports, informational and entertainment programming available anywhere.

Whether your need is sports or business-oriented programming, we carry 100% digital-quality video and audio offerings. We understand that your goal is to drive revenue and add value with our programming. Here are some of the highlights of our programming packages:

NASCAR HotPass™
NFL SUNDAY TICKET™
NBA LEAGUE PASS
NHL® CENTER ICE®
XM Satellite Radio
ESPN FULL COURT
ESPN GamePlan
ESPN Networks

MEGA MARCH MADNESS®
MLB EXTRA INNINGS_{SM}
WWE® Blast Area
The Golf Channel
Soccer and Boxing Pay Per View Events
Regional Sports Networks
Local Channels in most metropolitan areas
High-definition (HD) programming*

We are here to help you profit and hope you decide to choose our service for your bar, restaurant, nightclub or other public viewing establishment. Our customer service and dealer network are the best in the business. We encourage you to work with one of our dealers in the field who will help you identify a lineup to address your clientele's unique programming needs. Whether it's sports, news or music, DIRECTV is your solution.

Please call our 24-hour, 7-day-per-week Business Service Center for more information at 1-847-831-4561.

Best Regards,
Warren Schoen
President
USA Wireless
Contact us at usaorders@usadishtv.com

*To access DIRECTV HD programming, a five-LNB Multi-Satellite Dish, a DIRECTV HD Receiver and HD television equipment are required. Programming subject to change at any time. ©2007 DIRECTV, Inc. DIRECTV and the Cyclone Design logo are registered trademarks of DIRECTV, Inc. All other trademarks and service marks are the property of their respective owners.



Public Viewing Ordering Instructions

Public Viewing: DIRECTV® programming that is generally accessible to the public or includes common areas where the primary source of revenue is derived from the sale of food or beverage for immediate consumption. Examples include bars, restaurants and nightclubs.

- 1 Select the programming that you wish to receive by completing the appropriate entries on the Public Viewing Order Form. Sign the Order Form, Commercial Viewing Agreement and Customer Information Form.
- 2 You or your authorized Commercial Dealer should forward the following paperwork and payment (as applicable) to DIRECTV:
 - Public Viewing Order Form (Page 9).
 - DIRECTV Commercial Viewing Agreement (Pages 10 & 11).
 - Commercial Receiver Information Form (Pages 12).
 - Copy of Fire Code Occupancy Certificate (if ordering FCO-based programming)*.
 - Payment by check, VISA, MasterCard, Optima, American Express or Discover Card.

**USA Wireless
1360 Old Skokie
Suite 100
Highland Park, IL 60035**

Fax: 1-847-831-4561

Once we have received all of the requested materials, including prepayment when required, your account will be established automatically within 24 hours.

- 3 Call the DIRECTV Business Service Center at 1-888-200-4388 to activate your account. For services that do not require advance payment, you will receive a statement within 10 days of your initial account authorization.

Please note that multiple receivers activated on the same account must be continuously connected to the same land-based phone line.

*Programming packages are based on the Fire Code Occupancy (FCO), Estimated Viewing Occupancy (EVO) or flat-fee pricing. For FCO-based programming, make a copy of your establishment's FCO Certificate to submit to DIRECTV. If no FCO certificate is available, supply scaled blueprints of the entire establishment or provide a letter from the local zoning agency or Fire Marshall stating the establishment's legal occupancy. You agree to notify DIRECTV immediately in the event there is a change to the establishment's FCO after the programming order date. The EVO is a figure that represents the number of persons (standing or seated) who can view any television programming provided by DIRECTV at any given time.



DIRECTV[®] PUBLIC VIEWING PACKAGES and RATES

NEW from DIRECTV COMMERCIAL XTRA[™] PACK \$99.95/month*

Over 170 channels of the best in movies, sports, specialty, family programming and locals channels (where available) from across the country and includes outlet fees for 2 standard and/or high definition receivers! Pricing for EVO of 1-100 only. Service automatically renews**. Available beginning Feb 27, 2008.

COMMERCIAL XTRA[™]

A&E ^{HD}	Discovery Home	Home Shopping Network	Sleuth
ABC Family ^{HD}	Discovery Kids Channel	ION Television	Speed ^{HD}
American Movie Classics (AMC)	Disney Channel ^{HD}	Independent Film Channel (IFC)	Spike TV ^{HD}
Animal Planet ^{HD}	DIY Network	Investigation Discovery	Sprout (PBS)
BBC America	E! Entertainment Television	The Learning Channel (TLC) ^{HD}	Style Network
Black Entertainment Television (BET)	ESPN ^{HD}	Lifetime	The 101 ^{HD}
BET Jazz	ESPN2 ^{HD}	Lifetime Movie Network	The N
The Biography Channel ^{HD}	ESPN Classic	Link TV	TBN
Bloomberg Television	ESPNEWS ^{HD}	LOGO	TBS ^{HD}
Boomerang	EWTN	The Military Channel	TCT Network
Bravo ^{HD}	FINE LIVING	MSNBC	Tennis Channel ^{HD}
BYU TV	FitTV	MTV ^{HD}	TNT ^{HD}
C-SPAN	Food Network ^{HD}	MTV2	Toon Disney ^{HD}
C-SPAN2	Fox Business Network ^{HD}	National Geographic Channel ^{HD}	Travel Channel
CCTV-9 (Chinese language)	Fox Movie Channel	NFL Network ^{HD}	tru TV
Cartoon Network ^{HD}	Fox News Channel	NHL Network ^{HD}	Turner Classic Movies (TCM)
Church Channel	Fox Reality Channel	Nickelodeon (east/west) ^{HD}	TV Guide Channel
Chiller	FUELV TV ^{HD}	Nick at Nite (east/west) ^{HD}	TV Land
CNBC ^{HD}	Fuse	Nicktoons Network	TV One
CNBC World	FX ^{HD}	Noggin	TVG: The Interactive Horseracing Network
CNN ^{HD}	G4 videogame tv	The N	Univision
CNN Headline News	Galavisión	NRB	USA Network ^{HD}
Comedy Central	GEMS TV	ONCE Mexico	Versus ^{HD}
Country Music Television ^{HD}	GOD	Ovation TV	VH1 ^{HD}
Current TV	Golf Channel ^{HD}	Oxygen	VH1 Classic
Daystar Television Network	Great American Country (GAC)	QVC	WE: Women's Network
DIRECTV News Mix	GSN: the network for games	RFD-TV	WGN Superstation
DIRECTV Sports Mix	Hallmark Channel	REELZ Channel	WHT: World Harvest Television
DIRECTV Sports Schedules (2 chs.)	HDNet ^{HD}	Sci-Fi Channel ^{HD}	The Weather Channel ^{HD}
Discovery Channel ^{HD}	HGTV ^{HD}	Science Channel ^{HD}	The Word Network
Discovery HD Theater ^{HD}	The History Channel ^{HD}	Shop NBC	Plus In-Market Regional Sports
Discovery Health Channel	History International	SOAPnet	Network(s)^{HD} - where available
			Plus Local Channels^{HD} where available

Sports Pack

Includes out-of-market regional sports networks and specialty sports services below. Out-of-market networks do not include any professional games.

Altitude Sports and Entertainment ^{HD}	FSN Arizona ^{HD}	FSN Ohio ^{HD}	Mid-Atlantic Sports Network
Comcast SportsNet Chicago ^{HD}	FSN Bay Area ^{HD}	FSN Pittsburgh ^{HD}	NBA TV ^{HD}
Comcast SportsNet Mid-Atlantic ^{HD}	FSN Cincinnati ^{HD}	FSN Prime Ticket ^{HD}	New England Sports Net (NESN) ^{HD}
Comcast SportsNet New England ^{HD}	FSN Detroit ^{HD}	FSN Rocky Mountain ^{HD}	Outdoor Channel
Comcast SportsNet West	FSN Florida ^{HD}	FSN South ^{HD}	SportsNet New York ^{HD}
CSTV: College Sports Television	FSN Midwest ^{HD}	FSN Southwest ^{HD}	SportSouth ^{HD}
ESPNU	FSN New York ^{HD}	FSN West ^{HD}	SportsTime Ohio
Fox Soccer Channel	FSN North ^{HD}	GoTV	Sun Sports ^{HD}
Fox Sports Espanol	FSN Northwest ^{HD}	Madison Square Garden (MSG) ^{HD}	YES Network ^{HD}

Includes Outlet Fees for first 2 Receivers

Additional Outlets: Each additional receiver is \$10/month per receiver (additional outlet fees)

Estimated Viewing Occupancy: 1 – 100

Monthly Fee: \$99.95

*Bundled price of \$99.95/month includes COMMERCIAL XTRA at \$57.99, Sports Pack at \$12.99 and outlet fees for 2 receivers at \$28.97

HD Access to DIRECTV HD programming requires a DIRECTV HD Receiver, HD television equipment and an HD Access fee of \$49.00 per month.

Access fee is required in order to receive ANY HD channel within any package on an account

DIRECTV® Public Viewing Packages and Rates (continued)

COMMERCIAL CHOICE® PLUS Treat your customers to the most popular variety of entertainment, sports, news and information. This package delivers favorites such as TNT and CNN, plus 5 ESPN channels, Local Channels and all in-market regional sports networks. Service automatically renews**.

A&E ^{HD}	Discovery Kids Channel	HITN TV	Sci-Fi Channel ^{HD}
ABC Family	DIY Network	Home Shopping Network	Science Channel ^{HD}
American Movie Classics (AMC)	E! Entertainment Television	Investigation Discovery	Sleuth
Animal Planet ^{HD}	ESPN ^{HD}	The Learning Channel (TLC) ^{HD}	Speed ^{HD}
BBC America	ESPN2 ^{HD}	Lifetime	Spike TV ^{HD}
The Biography Channel ^{HD}	ESPN Classic	Lifetime Real Women	SportsSouth*
Black Entertainment Television (BET)	ESPNNEWS ^{HD†}	Link TV	Superstation WGN
Bloomberg Television	ESPNU	LOGO	The N
Boomerang	EWTN	The Military Channel	TBS ^{HD}
Bravo ^{HD}	FINE LIVING	MSNBC	tru tv
BYU TV	FitTV	MTV ^{HD}	TBN
C-SPAN	Food Network ^{HD}	MTV2	TCT Network
C-SPAN2	Fox Business Network ^{HD}	NASA TV	TNT ^{HD}
CCTV-9 (Chinese programming)	Fox News Channel	National Geographic Channel ^{HD}	Travel Channel
Cartoon Network ^{HD}	Fox Reality Channel	NBA TV ^{HD}	Trinity Broadcasting Network
Church Channel	FUEL TV ^{HD}	News Mix	Turner Classic Movies (TCM)
CNBC ^{HD}	Fuse	NFL Network ^{HD}	TV Guide Channel
CNBC World	FX ^{HD}	NHL Network ^{HD}	TV Land
CNN ^{HD}	G4 videogame tv	Nickelodeon (east/west) ^{HD}	TV One
CNN Headline News	Galavisión	Nick at Nite (east/west) ^{HD}	TVG: The Interactive Horseracing Network
Comedy Central	GEMS TV	Nicktoons Network	Univision
Country Music Television ^{HD}	GOD	Noggin	USA Network ^{HD}
CSTV: College Sports Television ^{HD}	Go!TV	NRB Network	Versus
Current TV	Great American Country (GAC)	ONCE Mexico	VH1 ^{HD}
Daystar Television Network	GSN: the network for games	Outdoor Channel	VH1 Classic
Discovery Channel ^{HD}	Hallmark Channel	Ovation	The Word Network
Discovery HD Theater ^{HD}	HDNet ^{HD}	Oxygen	WHT: World Harvest Television
Discovery Health Channel	HGTV ^{HD}	QVC	The Weather Channel ^{HD}
Discovery Home	The History Channel ^{HD}	REELZ Channel	PLUS in-market RSNs ^{HD}
	History International	RFD-TV	PLUS local Channels where Available ^{HD}

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$151.99	\$1,762.88	201-500	\$297.99	\$3,469.88
51-100	\$183.99	\$2,101.88	501-1,000	\$314.99	\$3,673.88
101-150	\$219.99	\$2,563.88	1,001-2,000	\$337.99	\$3,949.88
151-200	\$261.99	\$3,032.88	2,000+	\$361.99	\$4,237.88

COMMERCIAL CHOICE® This package delivers favorite networks such as NFL Network, CNN and TNT. Service automatically renews**.

A&E ^{HD}	Discovery Health Channel	Home Shopping Network	Science Channel ^{HD}
ABC Family	Discovery Home	Investigation Discovery	Sci-Fi Channel ^{HD}
American Movie Classics (AMC)	Discovery Kids Channel	The Learning Channel (TLC) ^{HD}	Sleuth
Animal Planet ^{HD}	DIY Network	Lifetime	Speed ^{HD}
BBC America	E! Entertainment Television	Lifetime Real Women	Spike TV ^{HD}
The Biography Channel ^{HD}	EWTN	Link TV	SportsSouth*
Black Entertainment Television (BET)	FINE LIVING	LOGO	Superstation WGN
Bloomberg Television	FitTV	The Military Channel	The N
Boomerang	Food Network ^{HD}	MSNBC	tru TV
Bravo ^{HD}	Fox Business Network ^{HD}	MTV	TBS ^{HD}
BYU TV	Fox News Channel	MTV2	TBN
Cartoon Network ^{HD}	Fox Reality Channel	National Geographic Channel ^{HD}	TCT Network
Church Channel	FUEL TV ^{HD}	NASA TV	TNT ^{HD}
CNBC ^{HD}	Fuse	NBA TV ^{HD}	Travel Channel
CNBC World	FX ^{HD}	NRB Network	Trinity Broadcasting Network
CNN ^{HD}	G4 videogame tv	NFL Network ^{HD}	Turner Classic Movies (TCM)
CNN Headline News	Galavisión	NHL Network ^{HD}	TV Guide Channel
Comedy Central	GEMS TV	Nickelodeon (east/west) ^{HD}	TV Land
Country Music Television ^{HD}	GOD	Nick at Nite (east/west) ^{HD}	TV One
C-SPAN	Go!TV	Nicktoons Network	TVG: The Interactive Horseracing Network
C-SPAN2	Great American Country (GAC)	Noggin	Univision
CCVT-9 (Chinese programming)	GSN: the network for games	ONCE Mexico	USA Network ^{HD}
CSTV: College Sports Television ^{HD}	Hallmark Channel	Outdoor Channel	Versus
Current TV	HDNet ^{HD}	Ovation	VH1 ^{HD}
Daystar Television Network	HGTV ^{HD}	Oxygen	VH1 Classic
DIRECTV News Mix	The History Channel ^{HD}	QVC	The Word Network
Discovery Channel ^{HD}	History International	REELZ Channel	WHT: World Harvest Television
Discovery HD Theater ^{HD}	HITN TV	RFD-TV	The Weather Channel ^{HD}

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$44.99	\$539.88	201-500	\$89.99	\$1079.88
51-100	\$54.99	\$659.88	501-1,000	\$105.99	\$1271.88
101-150	\$64.99	\$779.88	1,001-2,000	\$129.99	\$1559.88
151-200	\$79.99	\$959.88	2,000+	\$149.99	\$1799.88

* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. Local and RSN HD feed varies by territory.

DIRECTV® Public Viewing Packages and Rates (Cont.)

NCAA® MEGA MARCH MADNESS® Exclusively from DIRECTV, NCAA® MEGA MARCH MADNESS® brings customers up to 37 out-of-market CBS-produced broadcasts from the first three rounds of the NCAA® Division I Men's Basketball Tournament, up to and including the Sweet 16®. Fee is non-refundable.

<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>
1-50	\$199	1,001-2,000	\$1,199
51-100	\$399	2,001-5,000	\$1,499
101-200	\$599	5,000-10,000	\$1,799
201-500	\$799	10,000+	\$1,999
501-1,000	\$999		

NASCAR HotPass™ Exclusively from DIRECTV! Get behind the scenes and behind the wheel with 7 camera views on one screen, live team audio and real-time car stats! NASCAR HotPass™ uses 4 channels to focus on five of NASCAR's top drivers each week of the NEXTEL Cup Series with 28 dedicated cameras. The full season package includes every NASCAR Sprint Cup Series points race. Fee is non-refundable.

<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>
1-50	\$199	151-200	\$499
51-100	\$299	201-500	\$999
101-150	\$399	501+	\$1,999

MLB EXTRA INNINGS® Great out-of-market pro baseball coverage! Give your customers the games they want to see with hundreds of games – up to 80 games a week during the regular season! Enjoy MLB EXTRA INNINGS® SuperFan with an HD access fee and basic programming 40 HD games, a Game Mix channel and the STRIKE ZONE CHANNEL™. Interactive receiver required for full Game Mix functionality. Fee is non-refundable.

<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>2008 Season Fee</u>
1-50	\$699	351-500	\$1,899
51-100	\$999	501-1,000	\$2,199
101-150	\$1,299	1,001-2,000	\$2,599
151-200	\$1,599	2,001-5,000	\$3,299
201-350	\$1,799	5,001+	\$3,999

NHL® CENTER ICE® Get up to 40 action-packed NHL games a week from outside your area during the regular season plus select first and second rounds of the round Stanley Cup® playoff games. You won't find more games anywhere else! Fee is non-refundable.

<u>Estimated Viewing Occupancy</u>	<u>2007-2008 Season Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>2007-2008 Season Fee</u>
1-100	\$699	201-500	\$1,499
101-200	\$1,099	501+	\$1,799

NBA LEAGUE PASS It's a slam dunk for great business! Get incredible pro basketball action from outside your local area – up to 40 games a week. With this service, you will also get NBA TV HD on Channel 601, a service giving fans in-depth coverage and highlights, real time stats and scores, interviews, game previews and much more. Fee is non-refundable.

<u>Fire Code Occupancy</u>	<u>2007-2008 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2007-2008 Season Fee</u>
1-50	\$799	501-1,000	\$3,149
51-100	\$1,049	1,001-2,000	\$4,199
101-150	\$1,399	2,001-5,000	\$6,299
151-200	\$1,849	5,001-10,000	\$8,949
201-500	\$2,549	10,001+	\$14,199

MLS DIRECT KICK™ Follow your favorite Major League Soccer teams and players throughout the season with MLS DIRECT KICK™. You'll see top match-ups during the regular season and select playoff games during the post season. Fee is non-refundable.

\$99.00 per 2008 season

ESPN GamePlan Great college football from top-ranked teams competing around the country — up to 12 games every Saturday during the regular season. Fee is non-refundable.

<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>
1-50	\$448	501-1,000	\$2,085
51-100	\$844	1,001-2,000	\$3,091
101-200	\$1,411	2,001-5,000	\$3,936
201-500	\$1,743	5,001+	\$5,060

* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.
HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

DIRECTV® Public Viewing Packages and Rates (Cont.)

NFL SUNDAY TICKET™ Exclusively from DIRECTV. Turn Sunday into Game Day and watch your weekend business grow! Get the biggest selection of games available anywhere throughout the regular season. Local blackout rules apply. Fee is non-refundable.

<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>
1-50	\$869	751-1,000	\$5,209
51-100	\$1,379	1,001-1,500	\$8,129
101-200	\$2,349	1,501-2,000	\$10,429
201-350	\$3,329	2,001-5,000	\$18,899
350-500	\$3,669	5,001-10,000	\$37,769
501-750	\$4,069	10,001+	\$45,799

NFL SUNDAY TICKET™ SuperFan Add to your coverage with this optional add-on to your standard NFL SUNDAY TICKET™ package. NFL SUNDAY TICKET™ SuperFan features up to 110 NFL SUNDAY TICKET™ games in High Definition, plus NFL SUNDAY TICKET™ Red Zone Channel, NFL SUNDAY TICKET™ Game Mix and NFL SUNDAY TICKET™ Short Cuts. (Must subscribe to the standard NFL SUNDAY TICKET™ package to be eligible to subscribe to NFL SUNDAY TICKET™ SuperFan add-on package.) Triple LNB multi-sat dish, HD receiver and HDTV required. Interactive receiver required for full Game Mix functionality.

<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>
1-200	\$199	201+	\$399

ESPN FULL COURT Exciting coverage of hundreds of the best college games from the top regional men's conferences around the country during the regular season. Fee is non-refundable.

<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>	<u>Fire Code Occupancy</u>	<u>2007 Season Fee</u>
1-50	\$419	501-1,000	\$1,259
51-100	\$629	1,001-2,000	\$1,679
101-200	\$839	2,001-5000	\$1,889
201-500	\$1,049	5,001+	\$2,099

ESPN Networks^{HD} Your customers will enjoy four channels of 24-hour sports from a leader in sports coverage: ESPN^{HD}, ESPN2^{HD}, ESPNNews^{HD†}, ESPN Classic, and ESPN! Service automatically renews**. Fee is non-refundable after renewal fee is paid.

Monthly Fee.....\$50.00 Annual Fee.....\$599.00

HD Business Package Enhance your HD experience with a special group of HD-only channels! Includes HDNet Movies, delivering commercial-free and full-length feature films; MGM HD, a channel dedicated to presenting great movies from MGM's film collection 24/7; MHD, HD concerts, music videos, movies documentaries and original programming from MTV, VH1 and CMT; Smithsonian Channel HD and Universal HD. Service automatically renews**.

Monthly Fee.....\$9.99

Local Channels^{HD} Local networks are now available in most metropolitan areas. Service automatically renews**. For local channels availability by ZIP code, call customer service at 888/200-4388 or visit DIRECTV.com/local.

Monthly Fee.....\$6.99 Annual Fee.....\$83.88

The Golf Channel Television's first and only 24-hour channel dedicated exclusively to golf. Includes coverage of world-class U.S. tournaments and international events, plus instructional programming.

Monthly Fee.....\$29.95 Annual Fee.....\$299.00

The Big Ten Network^{HD} The Big Ten Network is dedicated to capturing the passion and tradition of the Big Ten Conference and its 11 storied universities; showcasing nearly 400 live sporting events each year, original campus programming, and providing the go-to destination for Big Ten alumni and fans across the nation.

Monthly Fee.....\$39.99

Tennis Channel As the only 24-hour network dedicated to the players and lifestyle surrounding the sport, Tennis Channel offers live tournament coverage and classic matches from the past, interviews with current and former stars and tennis instruction.

Monthly Fee.....\$19.99

Fox Soccer Channel A single source of viewing sports action from around the globe. See soccer action and exclusive coverage of the world's best rugby leagues, as well as first class international sports such as tennis, boxing, auto racing, superbikes and a variety of sports news and magazine news. Fee is non-refundable. Service automatically renews**.

Monthly Fee.....\$45.99 Annual Fee.....\$499.00

* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. † new customers only, renewing customers pay \$699 for EVO 1-50 and \$999 for EVO 51-100. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

DIRECTV® Public Viewing Packages and Rates (Cont.)

Setanta Sports A single source of viewing sports action from around the globe. See soccer action and exclusive coverage of the world's best rugby leagues, as well as first class international sports such as tennis, boxing, auto racing, superbikes and a variety of sports news and magazine news. Fee is non-refundable. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>
1-50	\$100	201-500	\$250
51-100	\$150	501+	\$300
101-200	\$200		

Fox Sports en Español The most complete information on major sporting events! Catch the excitement of high-profile, high quality sports programming like soccer, baseball, boxing, nightly sports news and original sports-focused programming. Fee is non-refundable. Service automatically renews**.

Monthly Fee.....\$44.99 Annual Fee.....\$539.88

Altitude Sports & Entertainment^{HD} Altitude Sports and Entertainment is a regional sports network that provides the Rocky Mountain region with sports programs including outdoor and lifestyle shows, and entertainment programs. Price based on EVO. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$29.99	\$359.88	151-200	\$44.99	\$539.88
51-100	\$34.99	\$419.88	201+	\$49.99	\$599.88
101-150	\$39.99	\$479.88			

Comcast SportsNet Chicago^{HD} A 24-hour Chicago-based regional sports network providing Chicago sports fans with in-depth local sports coverage. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$30.00	\$360	151-200	\$85.00	\$1,020
51-100	\$45.00	\$540	201+	\$110.00	\$1,320
101-150	\$60.00	\$720			

Comcast SportsNet West A 24-hour, 7-day-a-week premier sports and entertainment television network featuring the Sacramento Kings National Basketball Team, the WNBA Sacramento Monarchs, local, regional and national sporting events as well as sporting news and sports talk shows. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$30.00	\$360	151-200	\$85.00	\$1,020
51-100	\$45.00	\$540	201+	\$110.00	\$1,320
101-150	\$60.00	\$720			

Fox Sports Net (FSN)^{HD} Get coverage of your local in-market professional teams, great collegiate action and much more on these regional sports networks from FSN: FSN North, Sun Sports, Fox Sports networks, including FSN Arizona^{HD}, FSN Detroit^{HD}, FSN Midwest^{HD}, FSN Northwest^{HD}, FSN Pittsburgh^{HD}, FSN Rocky Mountain^{HD}, FSN South^{HD}, FSN Southwest^{HD}, FSN West^{HD} and FSN Prime Ticket^{HD}. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$54.95	\$600	151-200	\$129.95	\$1,450
51-100	\$74.95	\$795	201+	\$154.95	\$1,755
101-150	\$99.95	\$1,125			

Mid-Atlantic Sports Network^{HD} MASN is the television home of the Washington Nationals and the Baltimore Orioles. MASN serves the Mid-Atlantic region from Harrisburg, Pennsylvania to Charlotte, North Carolina including Delaware, Maryland, Virginia and the District of Columbia. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$29.99	\$359.88	151-200	\$44.99	\$539.88
51-100	\$34.99	\$419.88	201+	\$49.99	\$599.88
101-150	\$39.99	\$479.88			

SPORTSCHANNEL^{SM HD} Get your local in-market professional teams, an incredible selection of terrific collegiate sports and more on seven regional sports networks: Comcast SportsNet New England^{HD}, FSN Bay Area^{HD}, FSN Cincinnati, FSN Florida^{HD}, FSN New York^{HD}, FSN Ohio^{HD} and MSG^{HD}. Service automatically renews**.

<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>	<u>Estimated Viewing Occupancy</u>	<u>Monthly Fee</u>	<u>Annual Fee</u>
1-50	\$54.95	\$600	151-200	\$129.95	\$1,450
51-100	\$74.95	\$795	201+	\$154.95	\$1,755
101-150	\$99.95	\$1,125			

* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.
 HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

DIRECTV® Public Viewing Packages and Rates (Cont.)

SportsNet New York HD A 24-hour, 7-day-a-week regional sports and entertainment network that is the TV home of the Mets and Jets and all things New York sports. SportsNet New York will feature over 120 New York Mets games and provides unparalleled live sports and local news coverage. Serves New York, Connecticut, and most of New Jersey and northeastern Pennsylvania. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$55.00	\$660.00	151-200	\$125.00	\$1,500.00
51-100	\$75.00	\$900.00	201+	\$150.00	\$1,800.00
101-150	\$150.00	\$1,140.00			

SportsTime Ohio HD SportsTime Ohio is the Cleveland Indians' TV flagship, airing 130 Indians games with pre- and post-game coverage. This channel also offers a variety of other programming for Ohio-area sports fans. Service automatically renews**.

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$35.00	\$420.00	151-200	\$65.00	\$780.00
51-100	\$45.00	\$540.00	201+	\$75.00	\$900.00
101-150	\$55.00	\$660.00			

YES Network HD Your source for up to 135 exclusive local New York Yankees baseball games, as well as New York Magazine shows and other Northeastern-related regional sports. YES Network will feature live games, with pre- and post-game coverage, other New York area games, replays, classic footage, sports highlights and interview shows. Service automatically renews**.

In-Market: For viewers in New York, Connecticut, and portions of New Jersey and Pennsylvania rates are as follows:

Estimated Viewing Occupancy	Monthly Fee	Annual Fee	Estimated Viewing Occupancy	Monthly Fee	Annual Fee
1-50	\$55.00	\$599	151-200	\$150.00	\$1,599
51-100	\$75.00	\$819	201+	\$200.00	\$2,159
101-150	\$100.00	\$1,079			

Out-of-Market: Out-of-market customers will be able to view pre- and post-game coverage, as well as other Yankees-related programming. Please note: Yankees games carried on YES Network will be blacked out. To view live New York Yankees baseball, please refer to the MLB EXTRA INNINGS® package.

Estimated Viewing Occupancy	Monthly Fee	Estimated Viewing Occupancy	Monthly Fee
1-50	\$10.00	201-500	\$15.00
51-100	\$11.00	501-1,000	\$20.00
101-150	\$12.00	1,001-2,000	\$25.00
151-200	\$13.00	2,001+	\$37.00

XM Satellite Radio Enjoy America's Largest Play list with a wide range of music genres, talk shows and more. Receive up to 88 channels that can play through your television audio or stereo system. Service automatically renews**.

XM for Business-The 70s*	America	Fuego	The System	
XM for Business-The 80s*	Audio Visions	The Groove	Top 20 on 20	
XM for Business-America*	Beyond Jazz	The Heart	Top Tracks	
XM for Business-Audio Visions*	Big Tracks	The Heat	The Torch	
XM for Business-The Blend*	The Blend	Highway 16	U-Pop	*100% interruption-free channels, exclusive to Commercial customers
XM for Business-Flight 26*	Bluegrass Junction	The Joint	US Country	
XM for Business-The Heart*	Bluesville	Liquid Metal – XL	Vibra**	
XM for Business-Loft*	Bone Yard – XL	The Loft	The Village	
XM for Business-Lucy*	BPM	Lucy	The Virus – XL	** available only on 119° orbital slot; Requires DIRECTV Multi-Satellite System and telephone connection.
XM for Business-A Taste of Italy*	Caliente	Luna**	Viva**	
XM for Business-Top 20 on 20*	Caricia**	The Message	VOX	
XM for Business-US Country*	Chrome	The Move	Watercolors	
XM for Business-Watercolors*	Cinematic	On Broadway	Willie's Place	
XM for Business-XM Cafe*	The City	Radio Disney	World Zone	XL – may include frequent explicit language. The DIRECTV System has a feature which allows restricted access to channels.
XM for Business-XM Hitlist*	Deep Tracks	Raw – XL	X Country	
The 40s	Enlighten	Real Jazz	XM Café	
The 50s	Escape	The Rhyme – XL	XM Chill	
The 60s	Ethel	Soul Street	XM Classics	
The 70s	Fine Tuning	Special X	XM Hitlist	
The 80s	Flight 26	Spirit	XM Kids	
The 90s	Frank's Place	Squizz – XL	XM Pops	
Aguila**	Fred	Suite 62	XMU	
				Monthly Fee.....\$27.95
				Annual Fee..... \$335.00

BabyFirstTV BabyFirstTV is America's first and only channel dedicated to babies and toddlers and supported by top child development experts. BabyFirstTV offers 24/7 commercial-free programs including best-selling baby DVDs with unique interactive features which provide an opportunity for baby to learn, play and explore alongside their parent. Service automatically renews**.

Monthly Fee.....\$6.99	Annual Fee.....\$83.88
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* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change. HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory. Local HD channels vary by territory. HD†: HD channels coming April 1, 2008

DIRECTV® Public Viewing Packages and Rates (Cont.)

SELECCIÓN COMERCIAL ULTRA™ One package that provides all of the Spanish-language channels available in the SELECCIÓN COMERCIAL™ package, plus a variety of popular English-language channels such as TNT, TBS and Headline News. Service automatically renews**. Requires DIRECTV Multi-Satellite System and telephone connection.

A&E ^{HD}	Ecuavisa Internacional	MSNBC	TV Chile
American Movie Classics (AMC)	Food Network ^{HD}	MTV	TV Dominicana
Animal Planet ^{HD}	Fox News Channel	MTV Español	TV Land
Bloomberg Television	Galavisión	Mun ²	TV Venezuela
Caracol TV Internacional	Go!TV	National Geographic Channel ^{HD}	TVE Internacional
CentroAmerica	GSN, the network for games	Nickelodeon/Nick at Nite (East and West) ^{HD}	TyC Sports
Cine Latino	HDNet ^{HD}	ONCE México	Univision
CNBC World	Headline News	SUR México	Univision (West)
CNN en Español	The History Channel ^{HD}	SUR Peru	USA Network ^{HD}
Comedy Central	HITN TV	Spike TV	Utilísima
Court TV	Latinoamerica Television	TBS (HD*)	VH1
C-SPAN	The Learning Channel (TLC) ^{HD}	Teléfe Internacional	WAPA America
C-SPAN2	MegaTV	Telemundo (East and West)	The Weather Channel ^{HD}
Current TV	Mexicana	TNT ^{HD}	
Discovery en Español	México 22	Travel Channel	

Monthly Fee.....\$57.99

Annual Fee..... \$695.88

SELECCIÓN COMERCIAL™ Spanish-language video channels featuring sports, news, weather, and cultural entertainment. Service automatically renews**. Requires DIRECTV Multi-Satellite System and telephone connection.

Caracol TV Internacional	HDNet ^{HD}	ONCE México	TV Dominicana
Cine Latino	HITN TV	SUR México	TVE Internacional
CentroAmerica	Latinoamerica Television	SUR Peru	TyC Sports
CNN en Español	MegaTV	Teléfe Internacional	Univision
Discovery en Español	Mexicana	Telemundo (East and West)	Univision (West)
Ecuavisa Internacional	México 22	TV Chile	Utilísima
Galavisión	MTV Español	TV Venezuela	WAPA America
Go!TV	Mun ²		

Monthly Fee \$37.99

Annual Fee \$425.00

WWE® Blast Area WWE® Blast Area combines the WWE's highly successful monthly pay per view events into a DIRECTV package capable of attracting a new—and loyal—customer base to your establishment. WWE's popularity spans all regions and all demographics. Fee is non-refundable.

Estimated Viewing Occupancy	2008 Rate	2008 A La Carte Rate*	2008 Promotional A La Carte Rate**
1 - 50	\$1,800	\$300	\$150
51 - 100	\$3,000	\$500	\$250
101 - 200	\$4,200	\$700	\$350
201 - 500	\$6,000	\$1,000	\$500
501 - 750	\$7,500	\$1,250	\$625
751 - 1,000	\$10,000	\$1,700	\$850
1,001 - 1,500	\$15,000	\$2,500	\$1,250
1,501 - 2,000	\$20,000	\$3,500	\$1,750
2,001 - 5,000	\$25,000	\$4,200	\$2,100
5,001 - 10,000	\$30,000	\$5,000	\$2,500
10,001 +	\$35,000	\$6,000	\$3,000

*Applies to new, first time WWE purchasers only and will be applied to annual packages if purchased.
 **Excludes WrestleMania; WrestleMania pricing is separate. Please call 888/200-4388 for more details.

CricketTicket India Exciting world-class cricket matches and India tours. Season dates are January – December 31, 2008. Requires 36" international dish receiver. Fee is non-refundable.

\$999.00 per season

Aastha Aastha offers programming on India's rich cultural, spiritual, and social heritage, featuring devotional music and spiritual programs in Hindi, Gujarati, and English languages. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

ArabicDirect™ Features programming including movies, news, music and more. Includes Rotana Cinema, Rotana Zaman, Rotana Moossika, Orbit Al-Yawm and Orbit Seen (The Series Channel). Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

BanglaDirect™ Features programming including serials, news, feature films and music programs. BanglaDirect™ also includes special programs during festivals specific to the Bengal region. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

* & ** are explained on Page 9. Blackout restrictions and other conditions apply to sports programming. All programming and pricing subject to change.
 HD: Number of HD channels varies based on package selection. RSN HD feed varies by territory.

DIRECTV® Public Viewing Packages and Rates (Cont.)

CaribVision CaribVision is committed to being the channel of choice for anyone with interest in Caribbean culture, lifestyle, news, current affairs, sports, and entertainment. CaribVision delivers quality programming that entertains, educates, and informs, while preserving the rich and diverse cultures of the Caribbean Diaspora.

Monthly Fee.....\$14.99

Annual Fee.....\$179.88

FilipinoDirect™ The best in Filipino programming, with news, movies, talk shows, sports and regional programming, plus the popular GM Pinoy TV channel. Includes ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, GMA Pinoy TV and Pinoy Central TV. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$42.99

Annual Fee.....\$515.88

HindiDirect™II Comprehensive Hindi entertainment package including STAR PLUS - India's number one channel, STAR NEWS – a 24-hour Hindi news channel, MTV India, NDTV, STAR ONE and Cricket Plus. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

Jadeworld Now you can get five Chinese-language channels in one affordable package! Channels include JADE-East, JADE-West, Jadeworld Super Channel, The Chinese Movie Channel and CCTV-4. Requires DIRECTV Multi-Satellite System and telephone connection. Service automatically renews**

Monthly Fee.....\$44.99

Annual Fee.....\$539.00

KoreanDirect™ Includes four of the leading Korean channels: YTN is Korea's first 24-hour news network, providing accurate and up-to-the minute news and events coverage in the country and around the world; MBC is a 24-hour a day Korean TV channel that provides popular and award-winning news, sports, cultural, variety show, drama, comedy, and documentary programs; SBS is a 24-hour a day Korean TV channel that provides information and entertainment with its unique mix of variety shows, hit dramas, and up-to-the-minute news from Korea, SBS Plus is a new Korean channel all about entertainment, which mostly focuses on Korean dramas, movies and variety shows. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$36.99

Annual Fee.....\$443.88

MandarinDirect™III Features Phoenix TV, Phoenix InfoNews – delivering independent financial news and current affairs in Mandarin Chinese 24-hours-a-day, TVBS and TVB8. Requires 36" international dish and capable receiver. Service automatically renews.

Monthly Fee.....\$29.99

Annual Fee.....\$359.88

PolishDirect™II Our Polish Direct™ II Package offers 24-hour entertainment, radio, news and lots of movies. Includes TV Polonia, TELE 5, TVP3, "Jedynka" Polskie Radio 1 and "Trojka" Polskie Radio 3. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

RTR Planeta With the leading channels "Kultura" and "Rossiya", this channel features cultural programming, news, sports, feature films and documentaries, and delivers them to all Russian-speaking people around the world. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

RussianDirect™ Offers an exciting mix of news, movies, sports, talk and more to keep you connected to Russian culture, including Channel One Russia Worldwide (C1RW), Dom Kino, Muzika Pervogo and Vremya: Retro Channel. Requires 36" international dish and capable receiver.

Monthly Fee.....\$39.99

Annual Fee.....\$479.88

SKY TG24 The Italian channel dedicated entirely to national and international news and reports. SKY TG24 provides an objective viewpoint on events in Italy and around the world, with live news features every 30 minutes. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$19.99

Annual Fee.....\$239.88

Studio 1+1 International Get connected to Ukrainian culture with a wide selection of news, cinema, talk shows and contemporary cultural programming for everyone in the family. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

TamilDirect™ Star Vijay is one of the most popular entertainment channels in India broadcasting in Tamil. Star Vijay features an excellent mix of dramas, soaps, comedy, music and movies to talk shows and debates on topical issues. Requires 36" international dish and capable receiver. Service automatically renews*.

TeleguDirect™ Features programming including serials, news, feature films and music programs. TeleguDirect™ also includes special programs during festivals specific to the Andhra Pradesh region. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$24.99

Annual Fee.....\$299.88

TFCDirect™ Offers the best in Filipino television and radio, including news, movies, talk shows, sports, regional programming and more. Includes ABS-CBN News Channel, Cinema One Global, DWRR 101.9, DZMM Radio Patrol, The Filipino Channel, Pinoy Central TV and NEW MYX music channel. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$32.99

Annual Fee.....\$395.88

VietnameseDirect™III Offers SBTN: The first and only 24-hour Vietnamese-language television network in America and VHN-TV: dedicated to education and awareness, featuring Vietnamese customs and traditions and focusing on maintaining family values with news, drama, education, public service, comedy (traditional and contemporary), entertainment and variety programs, TVBV and Little Saigon Radio. Requires 36" international dish and capable receiver. Service automatically renews*.

Monthly Fee.....\$29.99

Annual Fee.....\$359.88



Public Viewing Order Form

DIRECTV Account #:

 (Required when ordering additional services after account activation.)

Customer Name

Email Address

DBA

Contact Name

Service Address (Street address must be given)

City

State

ZIP

Service Phone Number

Service Fax Number

Billing Address

City

State

ZIP

Billing Phone Number

Billing Fax Number

Please choose one
 Legal Structure: Sole Proprietorship Partnership Corporation LLC Government Agency

State of Organization (e.g., CA, NY, etc.): Federal Tax ID Number: Tax Exempt: Yes No

If you are a government agency, non-profit organization, or direct payment company, attach copy of tax exemption certificate.

Please choose your applicable type of establishment.

PUBLIC VIEWING: BAR/LOUNGE FAMILY RESTAURANT FINE DINING FAST FOOD SERV PUB ENTERTAINMENT

EVO:

FCO:

Programming (please fill in)

Pricing based on EVO. Seasonal sports subscriptions based on FCO, advanced non-refundable payment in full is required.

	Monthly Fee*	Annual / Season*
COMMERCIAL CHOICE PLUS™ Package Price based on EVO. Service automatically renews**	\$ <input type="text"/>	\$ <input type="text"/>
COMMERCIAL XTRA PACK Bundle Package Price based on EVO. Service automatically renews**	\$ <input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
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<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
PURCHASE ORDERS NOT ACCEPTED.	TOTAL PAYMENT ENCLOSED*	\$ <input type="text"/>

Payment Options

Check Enclosed VISA MasterCard Optima American Express Discover Card

Name as it appears on credit card: Credit Card #: Exp. Date:

Amount To Charge Against Credit Card (Total Payment): \$

I authorize the use of this credit card for recurring payments?
 Yes No

Signature of Cardholder: Date:

Commercial Dealer Information

I certify that the foregoing information is, to the best of my knowledge, complete and accurate, and that I have verified the accuracy of the information that is referenced in the contracts and attachments by personally visiting the above-referenced establishment.

Commercial Sales Agent Name: Commercial Dealer Number:

Phone Number: Fax Number: Email Address:

Signature of Sales Agent: Date:

Customer Signature: Date:

DIRECTV Commercial Viewing Agreement

Effective as of January 2006, until replaced

CONTACTING DIRECTV: You may contact our DIRECTV Business Service Center by calling 1-888-200-4388 or by writing to: **DIRECTV Business Service Center**, P.O. Box 5392, Miami, FL 33152-5392.

DEFINITIONS:

As used in this Agreement:

"DIRECTV," "we," "us," or "our" means DIRECTV, Inc. or any of its authorized commercial sales agents;

"You," "your," or "Customer" means the entity identified below that is responsible for the payment of fees and charges to us;

"Access Card" means the conditional access card inserted into the DIRECTV System receiver unit used in the reception of DIRECTV® programming services;

"DIRECTV System" means the equipment, including the Access Card, that is used to receive DIRECTV programming services;

"Marks" means any trademarks, symbols, logos, etc. whether owned by DIRECTV or a third party(s), that are used in connection with or are otherwise associated with the Service(s), as defined below; and

"Service(s)" means DIRECTV programming including subscriptions, sports, music and other programming) and any other services that we may provide to you under this Agreement.

1) AGREEMENT TO TERMS AND CONDITIONS: You promise to pay amounts billed by us for the Services and related fees, taxes, and charges. We have the right to require payment in advance of activation of your account for any or all services, related fees, taxes and charges. You authorize DIRECTV to make inquiries into your credit worthiness, including receipt and review of credit bureau information. And, based on the results of such credit inquiry we may refuse to provide Services to you. We reserve the right to change these terms and conditions, including the Applicable Fees and Charges identified below. If any changes are made, we will send you a written notice describing the change and its effective date. If a change is not acceptable to you, you may cancel your service; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 14 days after the date of the written notice describing the change, your continued receipt of any service is considered to be your acceptance of that change.

2) BILLING STATEMENTS AND PAYMENTS: We will send you a statement for each billing cycle in which you have an outstanding balance (usually once every 30 days). Statements will show: a) payments, credits, purchases, and any other charges to your account; and b) the amount you owe to DIRECTV and the date the payment is due. Payment must be made via check or money order payable to DIRECTV in U.S. Dollars. We reserve the right, but not the obligation, to accept credit card payments made in U.S. Dollars. Payment of the outstanding balance is due in full upon receipt of the bill. If we do not receive payment from you before your next statement is issued, we have the right to inactivate your service upon the expiration of any applicable grace period with respect to the amount due. We may, but are not required to, accept partial payments from you. If partial payments are made and accepted, they will be applied to statements starting with the oldest outstanding statement.

3) PAYMENT FOR SERVICE: You promise to pay for: a) all DIRECTV programming and other services ordered by you or anyone who uses your DIRECTV System(s), whether with or without your permission, through all periods until you cancel the subscription and other services; b) administrative fees and any other fees as provided for in this Agreement or by applicable law; and c) all taxes or other governmental fees, which are now or may in the future be assessed because you receive our service. If you paid for an annual subscription to any DIRECTV programming service and your account is past due for any amounts owed to us, your annual subscription may, at our sole discretion, be converted to a monthly subscription. This conversion will prorate your annual subscription and all monies owed to us to the present date. The resulting credit, if any, shall be applied to any past due amounts, and any remaining credit is applied to your future monthly services.

4) QUESTIONS ABOUT YOUR BILL: If you think your statement is incorrect or if you need more information about an item on your statement, you can contact DIRECTV Customer Service in writing at the address or phone number indicated above. You must contact us within sixty (60) days of the date you receive the statement on which the error or problem appeared. Undisputed portions of the statement must be paid before the next statement is issued to avoid an Administrative Late Fee and possible inactivation of services. Please contact us promptly if your service and/or billing address changes.

5) CLOSING YOUR ACCOUNT: You may inactivate or modify services you receive, or cancel your account, by notifying DIRECTV Customer Service. If you cancel your account, you are still responsible for payment of all outstanding balances accrued through the date of cancellation or any early termination fees or penalties pursuant to this Agreement and the terms and conditions of any other promotional offer which you participated in.

6) FEES AND CHARGES: You understand and agree that we do not extend credit to customers and that any charges or fees assessed for late payments, returned payments, and reactivation are not interest charges. You understand and agree that all such fees are either as prescribed by law in the state in which your service address is located or are reasonably related to the actual expense we incur or are

required to expend as a result of late or unsatisfied payment. In the case of late payment or non-payment for any of the DIRECTV programming services you ordered or any of the charges stated below, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. Following activation of your account, charges for some programming services are non-refundable, regardless of the services.

Access Card Replacement Fee: If you report to DIRECTV Customer Service that the Access Card for your DIRECTV System receiver unit is lost, damaged, defective, or stolen, and our evaluation of the Access Card (if available) does not reveal unauthorized tampering or modification, then we agree to replace the Access Card upon your request. You will be charged an Access Card Replacement Fee of \$20.00, which includes shipping. Your Access Card will only work in the DIRECTV System receiver unit that came with it. **Administrative Late Fee:** If we do not receive your payment before your next statement is issued, you may be charged an Administrative Late Fee of up to \$25.00. **Change of Service Fee:** If you request a change of DIRECTV Service from one programming package to another, you may be charged a Change of Service Fee of up to \$10.00. **Deposits:** If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your programming service. Deposits shall not earn or accrue interest. **Duplicate Statement Fee:** For each statement copy requested, you may be charged a Duplicate Statement Fee of up to \$5.00. **Reactivation Fee:** If your DIRECTV programming service is inactivated in accordance with your request or because of your failure to pay past due amounts and you want to reactivate the service, you agree to pay a Reactivation Fee of up to \$15.00, in addition to bringing your account up to date by payment in full of any outstanding balance, fees, and charges. **Returned Payment Fee:** If the bank or other financial institution on which your payment is drawn refuses to pay us for any reason and the check, money order, credit card payment, or other instrument is returned to us unpaid, you agree to pay a Returned Payment Fee of up to \$15.00. **Additional DIRECTV System Receiver Authorization Fee:** For private viewing customers, we may charge you a fee, as set forth on the rate card (if applicable), for each additional DIRECTV System receiver that you request to be authorized to receive the same programming via continuous connection to the same land-based telephone as your initial DIRECTV System receiver ("Additional Receivers"). Each Additional Receiver must be located at the same address as the initial DIRECTV System receiver, which address is identified as the "Service Address" in the Application attached hereto. We reserve the right to limit the number of the Additional Receivers that you may use and to establish rules for such use. Any additional receiver not continuously connected to the identified land-based telephone line shall be deemed a primary receiver and you shall be charged accordingly. **DIRECTV® PAY PER VIEW Order Assistance Fee:** For private viewing customers, the most convenient method of ordering DIRECTV® PAY PER VIEW services is by using the on-screen program guide and DIRECTV remote control unit to select the movies and other events we offer. To use this method, your DIRECTV System receiver must be continuously connected to a land telephone line. If you order a DIRECTV® PAY PER VIEW movie or event over the telephone by calling DIRECTV Customer Service, a DIRECTV® PAY PER VIEW Order Assistance Fee of up to \$10.00 may be charged to your account for each DIRECTV® PAY PER VIEW movie or event, or other service that you order with Customer Service's assistance, whether or not you later cancel the order.

7) CHANGES IN PROGRAMMING SERVICE AND FEES/SERVICE RENEWAL: We reserve the right to change the programming packages, programming services, or other services we offer, and our prices or fees, at any time. We may also rearrange, delete, add to, or otherwise change the services. For any changes to the programming packages, prices, or fees that are within our control, we will notify you of the change and its effective date. If the change is not acceptable to you, you may cancel your programming service in whole or in part; provided, however, that if you do cancel service you will not be entitled to a refund of any prepaid subscription amounts paid in connection with any DIRECTV offer or promotion. If you do not cancel your service within 30 days, your continued receipt of any DIRECTV programming service after the effective date of the change will be deemed to be your acceptance of that change, and you will continue to be responsible for payment. DIRECTV programming services that you subscribe to on a periodic basis may be renewed automatically, provided we continue to carry the service, unless you contact DIRECTV Customer Service to cancel the services.

8) COLLECTION OF AMOUNTS OWED TO US: If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action.

9) LIMITATION OF LIABILITY/EXCLUSION OF WARRANTIES: DIRECTV IS NOT RESPONSIBLE FOR INTERRUPTIONS OF SERVICE THAT ARE REASONABLY BEYOND OUR CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, POWER FAILURE, OR ANY OTHER CAUSE. OUR LIABILITY FOR ANY INTERRUPTION OF SERVICE SHALL NOT EXCEED THE PROGRAMMING FEES DIRECTLY ATTRIBUTABLE TO THE PERIOD OF TIME DURING WHICH SERVICE WAS INTERRUPTED. WE SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, NOR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE

OF ANY LIMITED REMEDY. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE DIRECTV EQUIPMENT OR ANY SERVICES PROVIDED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. WE ALSO ARE NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE DIRECTV EQUIPMENT. IN ADDITION, WE SHALL HAVE NO LIABILITY TO ANY PERSON OR ENTITY DUE TO OR BASED ON THE CONTENT OR YOUR EXHIBITION OF ANY OF THE PROGRAMMING OR OTHER SERVICES PROVIDED BY US INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR THE PAYMENT OF ANY REQUIRED MUSIC LICENSE FEES. YOU ACKNOWLEDGE THAT YOUR DIRECTV EQUIPMENT HAS BEEN ACQUIRED SEPARATE AND APART FROM THIS AGREEMENT. ANY RIGHTS AND REMEDIES WITH RESPECT TO THE DIRECTV EQUIPMENT MUST BE HANDLED DIRECTLY WITH THE MANUFACTURER OR SUPPLIER OF SUCH EQUIPMENT.

10) LIABILITY FOR UNAUTHORIZED USE: If your DIRECTV equipment is stolen or otherwise removed from your premises without your authorization, you must notify DIRECTV Customer Service immediately, but in any event not more than 5 days after such removal, or else you may be liable for payment to us for unauthorized use of your DIRECTV System. You will not be liable for unauthorized use after we receive notification.

11) RULES FOR USE; TERMINATION: You are hereby granted the right to receive, exhibit and use the Services in accordance with the terms and conditions set forth in this Agreement, subject to the following rules for use with which you agree to comply. Admission may not be charged for the viewing of, or listening to, any Service(s) provided by us. The Services may not be rebroadcast, transmitted, performed, recorded, duplicated, transcribed and distributed in real-time or near real-time (i.e., provide a "running account") or cablecast. Notwithstanding the foregoing, operation of an authorized DIRECTV digital video recorder, and its intended applications, within the confines of the location shall not be deemed a violation of this Agreement. If you become aware that any third party is rebroadcasting, transmitting, reselling, performing, recording, duplicating, or cablecasting any or all of the Services (whether at your premises or otherwise), or that any third party is receiving, decoding, and/or exhibiting any or all of the Services without authorization from us or at any location other than that which has been authorized by us, you shall notify us immediately and cooperate with us, at our expense for reasonable out-of-pocket expenses, in taking steps to prevent such unauthorized use. No Service provided to you under this Agreement may be used for any unlawful purpose and you shall abide by any and all federal, state, and local rules and regulations applicable to its use and/or exhibition of the Services. You agree that all Services will be exhibited in entirety, in original form and as provided by us, without any modifications, additions (including the addition of a crawl line), or deletions to any of the Services. The music services, including XM Satellite Radio, shall be used only as accompaniment to routine activities, such as, but not limited to, work, shopping, conversation, dining, and relaxation, and shall not be used as an accompaniment to dancing or to serve as an adjunct to any other physical activity (e.g. skating) and for which there is no admission fee charged. You shall not use any of the Marks for any purpose whatsoever and, you agree not to do so unless you receive express written consent from us. You must execute and abide by any and all agreements required by programming provider(s) in connection with your use and/or DIRECTV's provision of such programming services to you, if any. You shall comply with all applicable DIRECTV requirements with respect to directly and continuously connecting the DIRECTV System receivers to the land-based telephone line identified therein as being associated with each such receiver. Information regarding programming services that you have ordered is transmitted via the land-based telephone line(s) identified therein. In addition, we may immediately inactivate any or all services provided to you if the telephone line(s) identified therein are not performing in accordance with our requirements. DIRECTV, or its authorized agent, shall have the right to inspect your DIRECTV System at any time during your normal business hours. If we reasonably determine that you are in breach of any of these rules for use, or of your obligations under this Agreement, we may immediately inactivate any or all Services provided to you. If Services to you are so inactivated, in addition to the indemnification obligations described below, you are still responsible for payment of all outstanding balances accrued through the date of inactivation. DIRECTV System Access Cards are the property of DIRECTV, Inc. Any tampering or other unauthorized modification to the Access Card may result in, and subject you to, legal action.

12) PROGRAMMING BLACKOUTS; INDEMNIFICATION: Certain programming Services we transmit may be blacked out or otherwise unavailable to commercial customers in your local reception area due to legal, contractual, or other restrictions. If you circumvent or attempt to circumvent any of these blackouts or programming restrictions, you may be subject to legal action. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD DIRECTV, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), LOSSES, JUDGMENTS, AND ASSESSMENTS OF ANY KIND WHATSOEVER DIRECTLY OR INDIRECTLY RESULTING FROM YOUR BREACH OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE IMPOSED BY THIS SECTION.

13) SALE/TRANSFER OF EQUIPMENT OR PROGRAMMING SERVICES: You agree to notify us immediately, but in any event not more than 5 days, after you move, sell, give away, or otherwise transfer your DIRECTV equipment to anyone else. You are considered the registered owner of the DIRECTV equipment and recipient of the DIRECTV programming services until we receive such notice, and you may be liable for any charges or fees incurred by the use of your DIRECTV equipment by anyone else up to the time that we receive your notice. You may not assign or transfer your programming service or any or your rights and obligations under this Agreement without our prior written consent. If you do, we may inactivate your service.

14) APPLICABLE LAW; ENTIRE AGREEMENT: This Agreement shall be governed by applicable federal law, the rules and regulations of the Federal Communications Commission, and the laws of the State of California and are subject to amendment, modification, or termination if required by such regulations or laws. In the event that any of the provisions or portions of this agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions will not be affected. This Agreement contains the entire understanding of the parties and supersedes any other prior negotiations, discussions, and agreements between you and DIRECTV.

15) CERTIFICATION AND REPRESENTATIONS OF AUTHORITY; FULL DISCLOSURE: By the signature below, you indicate your unconditional acceptance of the terms and conditions contained in this Agreement. You certify that all of the below-referenced information is true and correct. You understand that your provision of any false or misleading information shall be deemed by us to constitute a breach of this Agreement. Each person signing this Agreement represents and warrants that (s)he is authorized to execute and deliver this Agreement and that the signature of no one else is required to bind that party. You have had the opportunity to consult with an attorney or any other person/entity of your choosing for legal/professional advice prior to executing this Agreement. Further, you have read and understand the contents, terms, conditions, and effects of this entire Agreement.

16) ARBITRATION: Any claim or dispute arising out of, or relating to, this Agreement which cannot be settled by the parties shall be resolved according to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of the arbitrator shall be final and binding on the parties and any award of the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator shall not be authorized to award punitive damages with respect to any such controversy, claim or dispute. The cost of any arbitration hereunder shall be paid by the party determined by the arbitrator to not be the prevailing party, or otherwise allocated in an equitable manner as determined by the arbitrator.

BASED ON YOUR ESTABLISHMENT, PLEASE CHECK THE APPROPRIATE BOX:

Public viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is derived from the sale of food/beverage for immediate consumption, or (2) the establishment is, or is located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater) and food/beverage is served for immediate consumption, or (3) the establishment charges, as a part of its primary business operation, admission, cover charge or minimum charge. You represent and warrant that your primary business is either in the hospitality and/or restaurant/bar industries in accordance with the foregoing.

Business viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at establishments wherein the usage and viewing is generally accessible to the public and/or the establishment's clientele and/or in common areas (such as waiting room/area or lobby) AND (1) the establishment's primary source of revenue is not derived from the sale of food/beverage for immediate consumption, AND (2) the establishment is not a hospitality or entertainment establishment, or is not located within or affiliated within, a hospitality or entertainment establishment (such as a bar, restaurant, diner, stadium, casino, club, cafe, theater), AND (3) the establishment does not charge admission, cover charge or minimum charge. You represent and warrant that your primary business is neither in the hospitality and/or restaurant/bar industries.

Private viewing customers: You acknowledge and agree that DIRECTV programming and services shall only be displayed or exhibited at commercial establishments at which persons will view the Services in areas that are not accessible to the public. You represent and warrant that you shall not display or exhibit, and shall not permit others to display or exhibit, in any manner whatsoever, any of the Services it receives in areas accessible to the public and/or common areas. You further represent and warrant that your primary business is neither a satellite master antenna television supported facility containing multiple individual commercial units or in the hospitality and/or restaurant/bar industries and is not accessible to the public. Services include any DIRECTV® Pay Per View Services available to you. The Services may not be viewed in areas accessible to the public and/or common areas.

AGREED TO AND ACCEPTED BY CUSTOMER:

AUTHORIZED CUSTOMER SIGNATURE	DATE

NAME OF AUTHORIZED OFFICER/AGENT & TITLE

NAME OF COMMERCIAL ESTABLISHMENT



Commercial Receiver Information Form

DIRECTV Account #:

(Required when ordering additional services after account activation.)

Customer Name

DBA

Service Phone Number

Contact Name

Email Address:

Are all of the DIRECTV System receivers continuously connected to the same land-based telephone line? Yes No

RECEIVER INFORMATION (NOTE: THE MAXIMUM NUMBER OF RECEIVERS AUTHORIZED ON A DIRECTV ACCOUNT IS 20.)

Receiver #1

Access Card Number Location of Receiver Receiver Serial RID Number

Receiver Manufacturer Receiver Model Associated Telephone Number
(Receiver must be continuously connected to a land-based phone line.)

Receiver #2

Access Card Number Location of Receiver Receiver Serial RID Number

Receiver Manufacturer Receiver Model Associated Telephone Number
(Receiver must be continuously connected to a land-based phone line.)

Receiver #3

Access Card Number Location of Receiver Receiver Serial RID Number

Receiver Manufacturer Receiver Model Associated Telephone Number
(Receiver must be continuously connected to a land-based phone line.)

Receiver #4

Access Card Number Location of Receiver Receiver Serial RID Number

Receiver Manufacturer Receiver Model Associated Telephone Number
(Receiver must be continuously connected to a land-based phone line.)

For additional receivers, please make a photocopy of this page and submit with contract paperwork.

*Program pricing does not include taxes and is subject to tax. Account is responsible for all taxes charged on account services. DIRECTV will issue a bill for appropriate taxes after service has been authorized. If tax-exempt, submit tax exemption certificate and once approved, all accrued taxes will be refunded back to account. **Some services automatically renews based on original subscription term, provided DIRECTV carries this service, unless customer calls to cancel prior to the start of the term; however, ESPN/ESPN2/ESPNNews is non-refundable and non-proratable once renewal fee is paid. Blackout restrictions apply to sports programming. To receive sports programming, all DIRECTV Receivers must be continuously connected to the same land-based phone line. DIRECTV System dish with dual-feed LNB required to feed multiple DIRECTV Receivers with a single dish. Commercial locations require an appropriate license agreement. Commercial signal theft is subject to civil and criminal penalties. Programming, pricing, terms and conditions subject to change. Hardware and programming sold separately. Equipment specifications may vary in Alaska and Hawaii. Games shown on local TV stations or regional sports networks will not be included in. All other trademarks and service marks are the property of their respective owners. DIRECTV, the Cyclone Design logo, COMMERCIAL CHOICE and SELECCIÓN COMERCIAL and SELECCION COMERCIAL ULTRA are trademarks of DIRECTV, Inc. ©2007 DIRECTV, Inc.